

Kansas Pipeline Company: Original Volume No. 1  
Title Page : Effective

FERC GAS TARIFF  
ORIGINAL VOLUME NO. 1  
OF  
KANSAS PIPELINE COMPANY

Filed With The  
FEDERAL ENERGY REGULATORY COMMISSION

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**Sub First Revised Sheet No. 1** Sub First Revised Sheet No. 1 : Effective  
Superseding: Original Sheet No. 1

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**First Revised Sheet Sheet No. 2** First Revised Sheet Sheet No. 2 : Effective  
Superseding: Original Sheet No. 2

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**Original Sheet No. 3** Original Sheet No. 3 : Effective

PRELIMINARY STATEMENT

Kansas Pipeline Company ("Kansas Pipeline") is a natural gas company engaged in the business of transporting natural gas. Kansas Pipeline provides service to a variety of Shippers in the territory traversed by its pipeline system in the States of Kansas, Missouri, and Oklahoma. Its main transmission line extends in a northeasterly direction from its principal sources of supply in the States of Oklahoma and Kansas into the State of Missouri.

The transportation of natural gas is undertaken by Kansas Pipeline only under written contracts acceptable to the company after consideration of its commitments to others, delivery capacity, and other pertinent factors.

This FERC Gas Tariff is filed in compliance with Part 154, Subpart E, and Part 284, Subpart A, Chapter 1, Title 18 of the Code of Federal Regulations.

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-009*

**Original Sheet No. 4** Original Sheet No. 4 : Effective

SYSTEM MAP

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-009*

**Original Sheet No. 5** Original Sheet No. 5 : Effective

SYSTEM MAP

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-009*

**Original Sheet No. 6** Original Sheet No. 6 : Effective

SYSTEM MAP

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-009*

**Original Sheet No. 7** Original Sheet No. 7 : Effective

SYSTEM MAP

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*FERC Docket: CP96-152-009*

**Original Sheet No. 8** Original Sheet No. 8 : Effective

SHEET NOS. 8 through 14

RESERVED FOR FUTURE USE

Effective Date: 03/01/2000 Status: Suspended

FERC Docket: RP99-485-000

**Fourth Revised Sheet No. 15** Fourth Revised Sheet No. 15 : Suspended

Superseding: Substitute Third Revised Sheet No. 15

CURRENTLY EFFECTIVE RATES

RATE SCHEDULE FT

FIRM TRANSPORTATION SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

	Reservat. Charge	Commodity Charge	Minimum Rate	Auth. Overrun	Fuel Reimbursement* Nov-Mar Apr-Oct
Zone 1	\$5.5664	\$0.0163	\$0.0163	\$0.1993	2.2674% 2.0929%
Zone 2	\$7.0289	\$0.0089	\$0.0089	\$0.2400	0.0000% 0.0000%
Zone 3	\$8.7300	\$0.0093	\$0.0093	\$0.2963	0.0000% 0.0000%

\*Compressor fuel, lost and unaccounted for gas.

Volumetric firm capacity release maximum rate per dth stated at 100% load factor (exclusive of any surcharges):

Zone 1	Zone 2	Zone 3
\$0.1830	\$0.2311	\$0.2870

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

The rates for Zone 1, as shown herein, include the Transok Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. Shipper shall pay Kansas Pipeline the actual transportation costs incurred by Kansas Pipeline under the terms of the Transok Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Transok's system. See Section 15.1 of the General Terms and Conditions for an explanation and example of how the Transok Lease annual minimum cost is calculated. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the Lease by specific receipt point. Shipper shall reimburse Kansas Pipeline for actual costs incurred by the pipeline in excess of the costs reflected in the Zone 1 rate.



Effective Date: 03/27/2000 Status: Effective  
FERC Docket: RP00-429-002

**Sub Fifth Revised Sheet No. 15** Sub Fifth Revised Sheet No. 15 : Effective  
Superseding: 2nd Sub Third Revised Sheet No. 15

CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

	Reservat. Charge	Commodity Charge	Minimum Rate	Auth. Overrun	Fuel Reimbursement* Nov-Mar Apr-Oct
Zone 1	\$4.6785	\$0.0547	\$0.0547	\$0.2086	1.5751% 1.2500%
Zone 2	\$6.7776	\$0.0041	\$0.0041	\$0.2270	0.0000% 0.0000%
Zone 3	\$8.5088	\$0.0037	\$0.0037	\$0.2836	0.0000% 0.0000%

\*Compressor fuel, lost and unaccounted for gas.

Volumetric firm capacity release maximum rate per dth stated at 100% load factor (exclusive of any surcharges):

Zone 1	Zone 2	Zone 3
\$0.1538	\$0.2228	\$0.2797

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

Rates applicable for released capacity with a term of less than one year may exceed the posted maximum tariff rate for a period of time, to expire at 9:00 a.m. Central Clock Time on September 30, 2002, or such later date as the Commission may order.

The rates for Zone 1, as shown herein, include the Transok Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. Shipper shall pay Kansas Pipeline the actual transportation costs incurred by Kansas Pipeline under the terms of the Transok Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Transok's system. See Section 15.1 of the General Terms and Conditions for an explanation and example of how the Transok Lease annual minimum cost is calculated. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the Lease by specific receipt point. Shipper shall reimburse Kansas Pipeline for actual costs incurred by the pipeline in excess of the costs reflected in the Zone 1 rate.

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-016

**Substitute Original Sheet No. 16** Substitute Original Sheet No. 16 : Effective  
Superseding: Original Sheet No. 16

CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE FT (continued)  
FIRM TRANSPORTATION SERVICE

ACA and Other Charges:

ACA Unit Charge Rate	\$ 0.0022
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Effective Date: 11/01/1999    Status: Effective  
FERC Docket: TM00-1-166-000

**Fifth Substitute Original Sheet No. 16A** Fifth Substitute Original Sheet No. 16A : Effective  
Superseding: Substitute Original Sheet No. 16A

NON-CONFORMING SERVICE AGREEMENT  
RATE SUMMARY SHEET  
Missouri Gas Energy

The rates charged under this Agreement, between Missouri Gas  
Energy and Kansas Pipeline Company, shall be:

Demand Rate:	\$	19.8965
Commodity Rate:	\$	0.0625

Fuel shall mean a quantity of gas equal to (i) 2.36% of the quantity of gas delivered by Shipper to Transporter for transportation hereunder; plus (ii) 1.25% of the quantity of gas delivered by Shipper to Receipt Points on the pipeline system of Transok, or such percent as may at any time become effective pursuant to this Agreement.

Volumetric firm capacity release maximum rate per dth stated at 100% load factor (exclusive of any surcharges):

Demand: \$0.6541

The rates as shown herein include the Transok Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. See Section 15.1 of the General Terms and Conditions for an explanation and example of how the Transok Lease annual minimum cost is calculated.

Effective Date: 05/11/1998    Status: Effective

FERC Docket: CP96-152-014

**Original Sheet No. 16B** Original Sheet No. 16B : Effective

NON-CONFORMING SERVICE AGREEMENT  
RATE SUMMARY SHEET  
Kansas Gas Service

The rates charged pursuant to the Non-Conforming Service Agreements listed below, between Kansas Gas Service and Kansas Pipeline Company, shall be the maximum rate for firm transportation of gas authorized by the regulatory agencies having jurisdiction. The contract volumes with the applicable authorized Rate Schedules, pursuant to Kansas Pipeline Company's Federal Energy Regulatory Commission Gas Tariff are:

Maximum Daily Quantity	Rate Schedule
Contract #2      48,668 Dt/d	FT
Contract #5      5,700 Dt/d	FT
Contract #6      62,568 Dt/d	FT    (27,568 of MDQ)

Effective Date: 04/01/1999 Status: Effective  
FERC Docket: TM99-2-166-000

**Second Revised Sheet No. 17** Second Revised Sheet No. 17 : Effective  
Superseding: Substitute First Revised Sheet No. 17

CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE FT-KANSAS GAS SERVICE  
FIRM TRANSPORTATION SERVICE FOR KANSAS GAS SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

	Reservat. Charge	Commodity Charge	Minimum Rate	Auth. Overrun	Fuel Reimbursement* Nov-Mar	Apr-Oct
Zone 1	\$4.7964	\$0.0547	\$0.0547	\$0.2124	2.2674%	2.0929%
Zone 2	\$6.7776	\$0.0041	\$0.0041	\$0.2270	0.0000%	0.0000%
Zone 3	\$8.5088	\$0.0037	\$0.0037	\$0.2836	0.0000%	0.0000%

\*Compressor fuel, lost and unaccounted for gas.

Volumetric firm capacity release maximum rate per dth stated  
At 100% load factor (exclusive of any surcharges):

Zone 1	Zone 2	Zone 3
\$0.2124	\$0.2270	\$0.2836

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

The rates for Zone 1, as shown herein, include the Transok Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. If Kansas Pipeline operates the Transok Lease on behalf of a Shipper, such Shipper shall pay Kansas Pipeline the actual transportation costs incurred by Kansas Pipeline under the terms of the Transok Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Transok's system. If Kansas Pipeline operates the Transok Lease on behalf of a Shipper and such Shipper does not pay the actual Transok Lease costs, pursuant to the terms of the Transok Lease, Kansas Pipeline shall have the sole discretion to operate the Transok Lease, including, but not limited to, designating applicable Receipt Point(s) available to Shipper.

Effective Date: 03/01/2000 Status: Suspended

FERC Docket: RP99-485-000

**Fourth Revised Sheet No. 21** Fourth Revised Sheet No. 21 : Suspended  
Superseding: Substitute Third Revised Sheet No. 21

CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE FT-NN  
NO NOTICE FIRM TRANSPORTATION SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

	Reservat. Charge	Commodity Charge	Minimum Rate	Auth. Overrun	Fuel Reimbursement* Nov-Mar Apr-Oct
Zone 1	\$5.5664	\$0.0163	\$0.0163	\$0.1993	2.2674% 2.0929%
Zone 2	\$7.0289	\$0.0089	\$0.0089	\$0.2400	0.0000% 0.0000%
Zone 3	\$8.7300	\$0.0093	\$0.0093	\$0.2963	0.0000% 0.0000%

\*Compressor fuel, lost and unaccounted for gas.

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

Volumetric firm capacity release maximum rate per dth stated at 100% load factor (exclusive of any surcharges):

Zone 1	Zone 2	Zone 3
\$0.1830	\$0.2311	\$0.2870

The rates for Zone 1, as shown herein, include the Transok Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. Shipper shall pay Kansas Pipeline the actual transportation costs incurred by Kansas Pipeline under the terms of the Transok Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Transok's system. See Section 15.1 of the General Terms and Conditions for an explanation and example of how the Transok Lease annual minimum cost is calculated. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the Lease by specific receipt point. Shipper shall reimburse Kansas Pipeline for actual costs incurred by the pipeline in excess of the costs reflected in the Zone 1 rate.

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**Sub Fifth Revised Sheet No. 21** Sub Fifth Revised Sheet No. 21 : Effective

Superseding: 2nd Sub Third Revised Sheet No. 21

CURRENTLY EFFECTIVE RATES

RATE SCHEDULE FT-NN

NO NOTICE FIRM TRANSPORTATION SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

	Reservat. Charge	Commodity Charge	Minimum Rate	Auth. Overrun	Fuel Reimbursement* Nov-Mar Apr-Oct
Zone 1	\$4.6785	\$0.0547	\$0.0547	\$0.2086	1.5751% 1.2500%
Zone 2	\$6.7776	\$0.0041	\$0.0041	\$0.2270	0.0000% 0.0000%
Zone 3	\$8.5088	\$0.0037	\$0.0037	\$0.2836	0.0000% 0.0000%

\*Compressor fuel, lost and unaccounted for gas.

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

Volumetric firm capacity release maximum rate per dth stated at 100% load factor (exclusive of any surcharges):

Zone 1	Zone 2	Zone 3
\$0.1538	\$0.2228	\$0.2797

Rates applicable for released capacity with a term of less than one year may exceed the posted maximum tariff rate for a period of time, to expire at 9:00 Central Clock Time on September 30, 2002 or such later date as the Commission may order.

The rates for Zone 1, as shown herein, include the Transok Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. Shipper shall pay Kansas Pipeline the actual transportation costs incurred by Kansas Pipeline under the terms of the Transok Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Transok's system. See Section 15.1 of the General Terms and Conditions for an explanation and example of how the Transok Lease annual minimum cost is calculated. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the Lease by specific receipt point. Shipper shall reimburse Kansas Pipeline for actual costs incurred by the pipeline in excess of the costs reflected in the Zone 1 rate.

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**Substitute Original Sheet No. 22** Substitute Original Sheet No. 22 : Superseded  
Superseding: Original Sheet No. 22

CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE FT-NN (Continued)  
NO NOTICE FIRM TRANSPORTATION SERVICE

ACA and Other Charges:

ACA Unit Charge Rate	\$ 0.0022
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Effective Date: 05/11/1998    Status: Effective

FERC Docket: CP96-152-014

**Original Sheet No. 22A** Original Sheet No. 22A : Effective

NON-CONFORMING SERVICE AGREEMENT  
RATE SUMMARY SHEET  
Kansas Gas Service

The rates charged pursuant to the Non-Conforming Service Agreements listed below, between Kansas Gas Service and Kansas Pipeline Company, shall be the maximum rate for firm, no-notice transportation of gas authorized by the regulatory agencies having jurisdiction. The contract volumes with the applicable authorized Rate Schedules, pursuant to Kansas Pipeline Company's Federal Energy Regulatory Commission Gas Tariff are:

Maximum Daily Quantity	Rate Schedule
Contract #1      35,000 Dt/d	FT-NN
Contract #6      62,568 Dt/d	FT-NN    (35,000 of MDQ)

*Effective Date: 06/01/1999    Status: Effective*

*FERC Docket: CP96-152-016*

**Fourteenth Sub Original Sheet No. 22B** Fourteenth Sub Original Sheet No. 22B :    Effective  
Superseding: Thirteenth Sub Original Sheet No. 22B

NON-CONFORMING SERVICE AGREEMENT  
RATE SUMMARY SHEET  
Kansas Gas Service - 6,900 Dt/d

The cost of Transportation shall be the average unit cost of service from the approved tariff rate of Williams Natural Gas (WNG) determined by applying the then-effective permanent rates for no-notice service, as they may change from time to time, including, but not limited to, lost and unaccounted for natural gas, ACA and GRI charges, surcharges of any nature whatsoever, or any similar charges of any nature or type. An example of the current Cost of Transportation calculation, as re-calculate

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FERC Docket: CP96-152-016

**Fourteenth Sub Original Sheet No. 22C** Fourteenth Sub Original Sheet No. 22C : Effective  
Superseding: Thirteenth Sub Original Sheet No. 22C

NON-CONFORMING SERVICE AGREEMENT  
RATE SUMMARY SHEET  
Kansas Gas Service - 6,857 Dt/d

The cost of Transportation shall be the average unit cost of service from the approved tariff rate of Panhandle Eastern Pipe Line (PEPL) determined by applying the then-effective permanent rates for no-notice service, as they may change from time to time, including, but not limited to, lost and unaccounted for natural gas, ACA and GRI charges, surcharges of any nature whatsoever, or any similar charges of any nature or type. An example of the current Cost of Transportation calculation, as re-calculated each month on the then-effective PEPL rate, is shown below:

Panhandle Eastern Pipe Line Co. Month of: Jun-99  
Paola & Osawatomie EFT w/ IOS  
20.5% Load Factor Rates  
MDQ - 3,548 Paola / 3,309 Osawatomie (Total Contract: 6,857)  
PEPL rates effective 4/1/99

RESERVATION RATE	COMMODITY RATE	FUEL RATE
\$10.4319	\$0.0372	\$0.0870

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-018*

**Sub Original Sheet Nos. 22D Through 22E** Sub Original Sheet Nos. 22D Through 22E :    Effective  
Superseding: Original Sheet Nos. 22D Through 22E

Sheet Nos. 22D and 22E

Are Reserved for Future Use

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-014

Original Sheet No. 22E Original Sheet No. 22E : Superseded

NON-CONFORMING SERVICE AGREEMENT  
RATE SUMMARY SHEET  
Kansas Gas Service - 6,857 Dt/d

Reservation Charges

EFT/IOS Market	\$21,226.32	
EFT/IOS Field	\$16,782.04	
EFT/WS Market	\$28,686.11	
EFT/WS Field	\$4,837.08	
-----		
	\$71,531.56	\$10.4319
=====		

Posted Price:

WNG	\$1.7400
NN (field)	\$1.6700
NGPL (texok)	\$1.8000
ANR	\$1.7500
NorAm (west)	\$1.7400
PEPL	\$1.7600

Commodity Charges

EFT/IOS	\$0.0348	27,285
(Weighted) EFT/WS	\$0.0414	15,471
-----		
	\$0.0372	42,756
=====		

Contract \$1.7433

Index Price

Fuel Charges

Field to 100-200 Mile Block	2.19%	\$0.0390
IOS/WS Storage	1.83%	\$0.0325
		-----
		\$0.0715
		=====

Contract	
Marker Price	\$1.9351
=====	

Effective Date: 04/01/1999 Status: Effective  
FERC Docket: TM99-2-166-000

**Second Revised Sheet No. 23** Second Revised Sheet No. 23 : Effective  
Superseding: Substitute First Revised Sheet No. 23

CURRENTLY EFFECTIVE RATES

RATE SCHEDULE FT-NN - KANSAS GAS SERVICE

NO NOTICE FIRM TRANSPORTATION SERVICE FOR KANSAS GAS SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

	Reservat. Charge	Commodity Charge	Minimum Rate	Auth. Overrun	Fuel Reimbursement* Nov-Mar Apr-Oct
Zone 1	\$4.7964	\$0.0547	\$0.0547	\$0.2124	2.2674% 2.0929%
Zone 2	\$6.7776	\$0.0041	\$0.0041	\$0.2270	0.0000% 0.0000%
Zone 3	\$8.5088	\$0.0037	\$0.0037	\$0.2836	0.0000% 0.0000%

\*Compressor fuel, lost and unaccounted for gas.

Volumetric firm capacity release maximum rate per dth stated at 100% load factor (exclusive of any surcharges):

Zone 1	Zone 2	Zone 3
\$0.2124	\$0.2270	\$0.2836

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

The rates for Zone 1, as shown herein, include the Transok Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. If Kansas Pipeline operates the Transok Lease on behalf of a Shipper, such Shipper shall pay Kansas Pipeline the actual transportation costs incurred by Kansas Pipeline under the terms of the Transok Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Transok's system. If Kansas Pipeline operates the Transok Lease on behalf of a Shipper and such Shipper does not pay the actual Transok Lease costs, pursuant to the terms of the Transok Lease, Kansas Pipeline shall have the sole discretion to operate the Transok Lease, including, but not limited to, designating applicable Receipt Point(s) available to Shipper.

Effective Date: 11/01/1999 Status: Effective  
FERC Docket: TM00-1-166-000

**2nd Sub Second Revised Sheet No. 26** 2nd Sub Second Revised Sheet No. 26 : Effective  
Superseding: Substitute Second Revised Sheet No. 26

CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

	Commodity Charge	Minimum Rate	Fuel Reimbursement *	
			Nov-Mar	Apr-Oct
Zone 1	\$0.2086	\$0.0547	1.5751%	1.2500%
Zone 2	\$0.2270	\$0.0041	0.0000%	0.0000%
Zone 3	\$0.2836	\$0.0037	0.0000%	0.0000%

\*Compressor fuel, lost and unaccounted for gas

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

The rates for Zone 1, as shown herein, include the Transok Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. Shipper shall pay Kansas Pipeline the actual transportation costs incurred by Kansas Pipeline under the terms of the Transok Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Transok's system. See Section 15.1 of the General Terms and Conditions for an explanation and example of how the Transok Lease annual minimum cost is calculated. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the Lease by specific receipt point. Shipper shall reimburse Kansas Pipeline for actual costs incurred by the pipeline in excess of the costs reflected in the Zone 1 rate.

Effective Date: 03/01/2000 Status: Suspended

FERC Docket: RP99-485-000

**Third Revised Sheet No. 26** Third Revised Sheet No. 26 : Suspended  
Superseding: Substitute Second Revised Sheet No. 26

CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

	Commodity Charge	Minimum Rate	Fuel Reimbursement *	
			Nov-Mar	Apr-Oct
Zone 1	\$0.1993	\$0.0163	2.2674%	2.0929%
Zone 2	\$0.2400	\$0.0089	0.0000%	0.0000%
Zone 3	\$0.2963	\$0.0093	0.0000%	0.0000%

\*Compressor fuel, lost and unaccounted for gas

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

The rates for Zone 1, as shown herein, include the Transok Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. Shipper shall pay Kansas Pipeline the actual transportation costs incurred by Kansas Pipeline under the terms of the Transok Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Transok's system. See Section 15.1 of the General Terms and Conditions for an explanation and example of how the Transok Lease annual minimum cost is calculated. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the Lease by specific receipt point. Shipper shall reimburse Kansas Pipeline for actual costs incurred by the pipeline in excess of the costs reflected in the Zone 1 rate.



*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-016*

**Substitute Original Sheet No. 27** Substitute Original Sheet No. 27 : Superseded  
Superseding: Original Sheet No. 27

CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

ACA and Other Charges:

ACA Unit Charge Rate	\$ 0.0022
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Effective Date: 11/01/1999 Status: Effective  
FERC Docket: TM00-1-166-000

**2nd Sub Second Revised Sheet No. 28** 2nd Sub Second Revised Sheet No. 28 : Effective  
Superseding: Substitute Second Revised Sheet No. 28

CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE SCT  
INTERRUPTIBLE TRANSPORTATION SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

	Commodity Charge	Minimum Rate	Authorized Overrun	Fuel Reimbursement *	
				Nov-Mar	Apr-Oct
Zone 1	\$0.4394	\$0.0547	\$0.4394	1.5751%	1.2500%
Zone 2	\$0.5612	\$0.0041	\$0.5612	0.0000%	0.0000%
Zone 3	\$0.7031	\$0.0037	\$0.7031	0.0000%	0.0000%

\*Compressor fuel, lost and unaccounted for gas

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

The rates for Zone 1, as shown herein, include the Transok Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. Shipper shall pay Kansas Pipeline the actual transportation costs incurred by Kansas Pipeline under the terms of the Transok Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Transok's system. See Section 15.1 of the General Terms and Conditions for an explanation and example of how the Transok Lease annual minimum cost is calculated. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the Lease by specific receipt point. Shipper shall reimburse Kansas Pipeline for actual costs incurred by the pipeline in excess of the costs reflected in the Zone 1 rate.

Effective Date: 03/01/2000 Status: Suspended

FERC Docket: RP99-485-000

**Third Revised Sheet No. 28** Third Revised Sheet No. 28 : Suspended

Superseding: Substitute Second Revised Sheet No. 28

CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE SCT  
INTERRUPTIBLE TRANSPORTATION SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

	Commodity Charge	Minimum Rate	Authorized Overrun	Fuel Reimbursement *	
				Nov-Mar	Apr-Oct
Zone 1	\$0.4738	\$0.0163	\$0.4738	2.2674%	2.0929%
Zone 2	\$0.5866	\$0.0089	\$0.5866	0.0000%	0.0000%
Zone 3	\$0.7268	\$0.0093	\$0.7268	0.0000%	0.0000%

\*Compressor fuel, lost and unaccounted for gas

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

The rates for Zone 1, as shown herein, include the Transok Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. Shipper shall pay Kansas Pipeline the actual transportation costs incurred by Kansas Pipeline under the terms of the Transok Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Transok's system. See Section 15.1 of the General Terms and Conditions for an explanation and example of how the Transok Lease annual minimum cost is calculated. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the Lease by specific receipt point. Shipper shall reimburse Kansas Pipeline for actual costs incurred by the pipeline in excess of the costs reflected in the Zone 1 rate.

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-015*

**First Revised Sheet No. 29** First Revised Sheet No. 29 : Effective  
Superseding: Original Sheet No. 29

CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE SCT  
SMALL CUSTOMER TRANSPORTATION SERVICE

ACA and Other Charges:

ACA Unit Charge Rate	\$0.0022
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Effective Date: 11/01/1999 Status: Effective  
FERC Docket: TM00-1-166-000

**2nd Sub Second Revised Sheet No. 30** 2nd Sub Second Revised Sheet No. 30 : Effective  
Superseding: Substitute Second Revised Sheet No. 30

CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE SCT-NN  
INTERRUPTIBLE TRANSPORTATION SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

	Commodity Charge	Minimum Rate	Authorized Overrun	Fuel Reimbursement *	
				Nov-Mar	Apr-Oct
Zone 1	\$0.4394	\$0.0547	\$0.4394	1.5751%	1.2500%
Zone 2	\$0.5612	\$0.0041	\$0.5612	0.0000%	0.0000%
Zone 3	\$0.7031	\$0.0037	\$0.7031	0.0000%	0.0000%

\*Compressor fuel, lost and unaccounted for gas

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

The rates for Zone 1, as shown herein, include the Transok Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. Shipper shall pay Kansas Pipeline the actual transportation costs incurred by Kansas Pipeline under the terms of the Transok Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Transok's system. See Section 15.1 of the General Terms and Conditions for an explanation and example of how the Transok Lease annual minimum cost is calculated. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the Lease by specific receipt point. Shipper shall reimburse Kansas Pipeline for actual costs incurred by the pipeline in excess of the costs reflected in the Zone 1 rate.

Effective Date: 03/01/2000 Status: Suspended

FERC Docket: RP99-485-000

**Third Revised Sheet No. 30** Third Revised Sheet No. 30 : Suspended

Superseding: Substitute Second Revised Sheet No. 30

CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE SCT-NN  
INTERRUPTIBLE TRANSPORTATION SERVICE

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

	Commodity Charge	Minimum Rate	Authorized Overrun	Fuel Reimbursement *	
				Nov-Mar	Apr-Oct
Zone 1	\$0.4738	\$0.0163	\$0.4738	2.2674%	2.0929%
Zone 2	\$0.5866	\$0.0089	\$0.5866	0.0000%	0.0000%
Zone 3	\$0.7268	\$0.0093	\$0.7268	0.0000%	0.0000%

\*Compressor fuel, lost and unaccounted for gas

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

The rates for Zone 1, as shown herein, include the Transok Lease costs authorized by the Commission in KansOk Docket No. PR94-3-000. Shipper shall pay Kansas Pipeline the actual transportation costs incurred by Kansas Pipeline under the terms of the Transok Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Transok's system. See Section 15.1 of the General Terms and Conditions for an explanation and example of how the Transok Lease annual minimum cost is calculated. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the Lease by specific receipt point. Shipper shall reimburse Kansas Pipeline for actual costs incurred by the pipeline in excess of the costs reflected in the Zone 1 rate.

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-016*

**Substitute Original Sheet No. 31** Substitute Original Sheet No. 31 : Superseded  
Superseding: Original Sheet No. 31

CURRENTLY EFFECTIVE RATES  
RATE SCHEDULE SCT-NN  
NO NOTICE SMALL CUSTOMER TRANSPORTATION SERVICE

ACA and Other Charges:

ACA Unit Charge Rate	\$0.0022
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Effective Date: 11/01/1999 Status: Effective

FERC Docket: TM00-1-166-000

**Fourth Substitute Original Sheet No. 31A** Fourth Substitute Original Sheet No. 31A : Effective  
Superseding: Third Substitute Original Sheet No. 31A

NON-CONFORMING SERVICE AGREEMENT  
RATE SUMMARY SHEET  
Atmos Energy Corporation - UCG at New Strawn

The price to be paid for transportation service, pursuant to Agreement between Kansas Pipeline Company (KPC) and United Cities Gas (at New Strawn), a division of Atmos Energy Corporation, shall be:

November 1, 1998 through October 31, 1999  
- \$1.43 per Dt

	Fuel Reimbursement *	
	Nov-Mar	Apr-Oct
Zone 1	1.5751%	1.2500%
Zone 2	0.0000%	0.0000%
Zone 3	0.0000%	0.0000%

\*Compressor fuel, lost and unaccounted for gas

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.



*Effective Date: 11/01/1999    Status: Effective*

*FERC Docket: TM00-1-166-000*

**Sheet No. 31B** Sheet No. 31B : Effective

Superseding: Third Substitute Original Sheet No. 31B

Sheet No. 31B is

Reserved for Future Use

Effective Date: 11/01/1999 Status: Effective  
FERC Docket: TM00-1-166-000

**Fourth Substitute Original Sheet No. 31C** Fourth Substitute Original Sheet No. 31C : Effective  
Superseding: Third Substitute Original Sheet No. 31C

NON-CONFORMING SERVICE AGREEMENT  
RATE SUMMARY SHEET  
Atmos Energy Corporation - UCG at Heritage Park

The Contract Demand Quantity (CDQ) for transportation under this Agreement is 4,000 Dt/d. The price to be paid for this CDQ, pursuant to Agreement between Kansas Pipeline Company (KPC) and United Cities Gas Company (at Heritage Park), a division of Atmos Energy Corporation, shall be:

April 1, 1999 through March 31, 2000  
- \$0.3140 per Dt

	Fuel Reimbursement *	
	Nov-Mar	Apr-Oct
Zone 1	1.5751%	1.2500%
Zone 2	0.0000%	0.0000%
Zone 3	0.0000%	0.0000%

\*Compressor fuel, lost and unaccounted for gas

Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable rates for each Zone.

Effective Date: 04/01/1999 Status: Effective

FERC Docket: TM99-2-166-000

**Second Revised Sheet No. 32** Second Revised Sheet No. 32 : Effective

Superseding: Substitute First Revised Sheet No. 32

CURRENTLY EFFECTIVE RATES

RATE SCHEDULE SCT-NN - ATMOS ENERGY

SMALL CUSTOMER NO NOTICE TRANSPORTATION SERVICE FOR ATMOS ENERGY

Each rate set forth on this tariff sheet is the currently effective rate pertaining to the particular rate schedule to which it is referenced, but each such rate is separate and independent and the change in any such rate shall not thereby effect a change in any other rate schedule.

Delivery Point	Commodity Charge	Minimum Rate	Authorized Overrun Charges
New Strawn	\$1.4100	\$0.0547	\$1.4100
Cedar Creek	\$1.4800	\$0.0041	\$1.4800
Heritage Park	\$0.3017	\$0.0037	\$0.3017
Fuel Charges:*			
		Nov. - Mar.	Apr. - Oct.
Zone 1		2.2674%	2.0929%
Zone 2		0.0000%	0.0000%
Zone 3		0.0000%	0.0000%

\*Compressor fuel, lost and unaccounted for gas.

Fuel Rates are additive. A Shipper transporting gas through more than one Zone shall pay the applicable fuel rates for each Zone.

Pursuant to Section 4(c) of the contract effective April 20, 1995, between Kansas Pipeline and Atmos Energy for deliveries to New Strawn, the transport charge is increased \$0.02 per year every November 1 through the term of the contract.

Pursuant to Section 4(c) of the contract effective July 20, 1989, between Kansas Pipeline and Atmos Energy for deliveries to Cedar Creek, the transport charge is increased \$0.02 per year every November 1 through the term of the contract.

Pursuant to the March 25, 1995 Letter Amendment between Kansas Pipeline and Atmos Energy for deliveries to Heritage Park the transport charge is increased 2% per year every April 1 through the term of the contract.

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-015*

**First Revised Sheet No. 34** First Revised Sheet No. 34 : Effective  
Superseding: Original Sheet No. 34

RATE SCHEDULE FT-NN  
FIRM TRANSPORTATION, NO NOTICE SERVICE

#### 1. AVAILABILITY

This Rate Schedule is available for Natural Gas Transportation service performed by Kansas Pipeline Company (hereinafter called "Kansas Pipeline") for any party (hereinafter called "Shipper"):

- (a) which has executed a Service Agreement in the form prescribed under Kansas Pipeline's Tariff for service under this Rate Schedule;
- (b) which delivers Natural Gas or causes Natural Gas to be delivered to Kansas Pipeline for delivery by Kansas Pipeline for the account of Shipper;
- (c) which receives such Gas from Kansas Pipeline at a physical point(s) of Delivery without regard as to whether such point of delivery is equipped with a Flow Control Device;

#### 2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to the firm Transportation of Natural Gas on Kansas Pipeline's system, subject to the General Terms And Conditions herein and the further provisions of the Service Agreement.

**Effective Date: 05/11/1998    Status: Effective**

**FERC Docket: CP96-152-015**

**First Revised Sheet No. 35** First Revised Sheet No. 35 : Effective

Superseding: Original Sheet No. 35

RATE SCHEDULE FT-NN (continued)

FIRM TRANSPORTATION, NO NOTICE SERVICE

The service provided by Kansas Pipeline under this Rate Schedule consists of the receipt of Natural Gas by Kansas Pipeline at Primary and Secondary Point(s) of Receipt located on Kansas Pipeline's system and specified in the executed Service Agreement and the delivery of such Gas, after appropriate reductions, at Primary Point(s) of Delivery located on Kansas Pipeline's system and specified in the executed Service Agreement up to the Maximum Daily Contract Quantity (MDCQ) set out in the executed Service Agreement.

Service at the Primary and Secondary Point(s) of Receipt and Primary Point(s) Of Delivery shall be provided on a firm basis subject to the scheduling, curtailment and interruption provisions of Sections 8 and 9 of the General Terms and Conditions.

In no event shall Kansas Pipeline be obligated to provide any Transportation for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

### 3. RATES

The rates and charges for service under this Rate Schedule FT-NN shall be as follows:

#### 3.1 Transmission Charge

If Shipper designates a Point(s) of Receipt or a Point(s) of Delivery on the transmission portion of Kansas Pipeline's system, Shipper shall pay a Monthly Transmission Charge which consists of a reservation component and a commodity component.

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 36** First Revised Sheet No. 36 : Effective

Superseding: Original Sheet No. 36

RATE SCHEDULE FT-NN (continued)  
FIRM TRANSPORTATION, NO NOTICE SERVICE

- (a) The reservation component of the Transmission Charge shall be the product of the MDCQ times the applicable Transmission reservation rates per Dt. as set forth on the effective Tariff Sheet Nos. 21 through 27. The reservation component shall be pro-rated for the first and last contract Months to adjust for the number of Days during those Months service was available.
- (b) The commodity component of the Transmission Charge shall be the product of the actual Quantity of Gas delivered during the Month times the applicable Transmission commodity rates per Dt. as set forth on the effective Tariff Sheet Nos. 21 through 27.
- (c) If both the Point(s) of Receipt or a Point(s) of Delivery are located within the same Zone, the applicable rates shall be as set forth on the effective Tariff Sheet Nos. 21 through 27 for service within the same Zone only; if the Point(s) of Receipt or a Point(s) of Delivery are located in different Zones, the applicable rates shall be derived by adding the effective rates for service in the multiple Zones.

### 3.2 ACA and Other Charges

Shipper shall pay all ACA and Other Charges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule from time to time.

### 3.3 Overrun Charges

- (a) Overrun Charge for Takes in Excess of MDCQ

If during one or more Days in the billing Month Shipper takes Quantities of Gas in excess of the applicable Maximum Daily Contract Quantity as stated in the Service Agreement (hereinafter called overrun

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 37** First Revised Sheet No. 37 : Effective  
Superseding: Original Sheet No. 37

RATE SCHEDULE FT-NN (continued)  
FIRM TRANSPORTATION, NO NOTICE SERVICE

quantities) for firm service hereunder, Shipper shall be subject to an overrun charge in addition to the applicable reservation charge and any balancing charges that may be applicable pursuant to Section 12 of the General Terms and Conditions. Subject to the provisions of Section 3.3(b) of this Rate Schedule, the applicable charge per Dt. for such overrun quantities shall be as set forth on the effective Tariff Sheet Nos. 21 through 27.

(b) Takes in Excess of Permissible Hourly Deliveries

If, pursuant to Section 5 hereof, Shipper has been notified that it must limit hourly takes of the Quantities nominated for delivery at the Point(s) of Delivery, Shipper must use its best efforts to limit its takes of the Quantities nominated for delivery at the Point(s) of Delivery as soon as possible, but in no event later than two hours following notification. If, after such two hours, the Shipper's takes exceed such hourly limitation for any hour during the next twenty-four hour period, Shipper shall pay the overrun charges as set forth on the effective Tariff Sheet Nos. 21 through 27, in addition to any other applicable charges.

(c) Overrun Charge for Takes During Operational Flow Orders and Extreme Conditions

When Gas throughput approaches capacity on any portion of Kansas Pipeline's system, Kansas Pipeline may issue an Operational Flow Order (OFO) or declare an extreme conditions situation as to that portion of the System by notifying Shippers through the IEC System and telephone or facsimile communication. Once declared this situation shall continue until Kansas Pipeline notifies Shippers to the contrary. During an extreme conditions situation the applicable charge per Dt. for overrun quantities in excess of the MDCQ shall be those as defined in Section 12.13 of this General Terms and Conditions.

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-022*

**Sub First Revised Sheet No. 38** Sub First Revised Sheet No. 38 : Effective  
Superseding: Original Sheet No. 38

RATE SCHEDULE FT-NN (continued)  
FIRM TRANSPORTATION, NO NOTICE SERVICE

### 3.4 Range of Rates

Any rate applicable to a Shipper for service hereunder, by reference to the effective Tariff Sheet Nos. 21 and 22 shall be the applicable Maximum Rate(s) set forth thereon.

### 3.5 Fuel Reimbursement

Shipper shall reimburse Kansas Pipeline in kind for fuel usage and lost or unaccounted for Gas pursuant to the terms and conditions of the Service Agreement and as stated on the effective FERC Tariff Sheet Nos. 21 and 22 for service hereunder.

### 3.6 Balancing Charges

Kansas Pipeline shall schedule each Shipper's Nominations in accordance with Section 8 of the General Terms and Conditions of this Tariff. The daily scheduling charges provided for in Section 12.11(g) of this General Terms and Conditions of this Tariff shall not be applicable under this rate schedule, up to the MDCQ at the applicable primary delivery points.

## 4. MONTHLY BILL

The Monthly Bill for service under this Rate Schedule shall be equal to the Transmission Charge, any applicable overrun charges and all applicable surcharges.

## 5. HOURLY DELIVERIES

Subject to the provisions of Kansas Pipeline's General Terms and Conditions and this Rate Schedule, Shipper may receive from Kansas Pipeline in any hour such Quantities of Gas



**Effective Date: 05/11/1998    Status: Effective**

**FERC Docket: CP96-152-015**

**First Revised Sheet No. 39** First Revised Sheet No. 39 : Effective  
Superseding: Original Sheet No. 39

RATE SCHEDULE FT-NN (continued)  
FIRM TRANSPORTATION, NO NOTICE SERVICE

as it desires or as are consistent with available pipeline pressures at each Point(s) of Delivery as long as such Quantities of Gas are being delivered to Kansas Pipeline by Shipper at each Primary and Secondary Point(s) of Receipt. Kansas Pipeline shall be entitled to require Shipper to restrict takes of Natural Gas at any point during any hour by notifying Shipper of issuance of an Operational Flow Order or an Extreme Condition through the EBB System and telephone or facsimile communications.

#### 6. RESERVATIONS

Kansas Pipeline reserves the right from time to time to unilaterally make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule and the other provisions of Kansas Pipeline's FERC Gas Tariff, and the applicability thereof, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder.

#### 7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Kansas Pipeline's FERC Gas Tariff are applicable to this Rate Schedule and are hereby made a part hereof.

**Effective Date: 05/11/1998    Status: Effective**

**FERC Docket: CP96-152-015**

**First Revised Sheet No. 40** First Revised Sheet No. 40 : Effective

Superseding: Original Sheet No. 40

RATE SCHEDULE SCT-NN

SMALL CUSTOMER TRANSPORTATION, NO NOTICE SERVICE

**1. AVAILABILITY**

This Rate Schedule is available for Natural Gas Transportation service performed by Kansas Pipeline Company (hereinafter called "Kansas Pipeline") for any party (hereinafter called "Shipper"):

- (a) which is a municipality or a small distribution company engaged in the resale of Natural Gas;
- (b) which has executed a Service Agreement in the form prescribed under Kansas Pipeline's FERC Gas Tariff for service under this Rate Schedule for a Maximum Daily Contract Quantity (MDCQ) not to exceed 5,000 Dt. Per Day;
- (c) which receives Natural Gas or causes Natural Gas to be delivered to Kansas Pipeline for delivery by Kansas Pipeline for the account of Shipper;
- (d) which receives Natural Gas from Kansas Pipeline at a physical Point(s) of Delivery; and
- (e) which transports its total system requirements under this Rate Schedule, provided, however, that on any Day Shipper has taken its Maximum Daily Contract Quantity, Shipper may receive additional Quantities under Rate Schedule IT, or pursuant to a Release Agreement under Section 14 of the General Terms and Conditions.

A Shipper with an executed Service Agreement under this Rate Schedule shall have its service and Service Agreement automatically converted to service and form of agreement under Rate Schedule FT effective as of the date any Gas Service is received through such Shipper's facilities other than under this Rate Schedule, except as provided in (e) above, or unless agreed to by Kansas Pipeline.

**Effective Date: 05/11/1998    Status: Effective**

**FERC Docket: CP96-152-015**

**First Revised Sheet No. 41** First Revised Sheet No. 41 : Effective  
Superseding: Original Sheet No. 41

RATE SCHEDULE SCT-NN (Continued)  
SMALL CUSTOMER TRANSPORTATION, NO NOTICE SERVICE

## 2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to the firm Transportation of Natural Gas on Kansas Pipeline's system, subject to the General Terms and Conditions herein and the further provisions of the Service Agreement.

The service provided by Kansas Pipeline under this Rate Schedule consists of the receipt of Natural Gas by Kansas Pipeline at Primary and Secondary Point(s) of Receipt located on Kansas Pipeline's system and specified in the executed Service Agreement and the delivery of such Gas, after appropriate reductions, at a Primary Point(s) of Delivery located on Kansas Pipeline's system and specified in the executed Service Agreement up to the Maximum Daily Contract Quantity (MDCQ) set out in the executed Service Agreement (not to exceed 5,000 Dt. Per day) on a basis consistent with Section 5 hereof.

Service at the Primary and Secondary Point(s) of Receipt and Primary Point(s) of Delivery shall be provided on a firm basis subject to the scheduling, curtailment and interruption provisions of Sections 8 and 9 of the General Terms and Conditions.

Release Capacity services are not available under this Rate Schedule.

In no event shall Kansas Pipeline be obligated to provide any Transportation for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

## 3. RATES

The rates and charges for SCT-NN Service under this Rate Schedule shall be as follows:

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-022

**Sub First Revised Sheet No. 42** Sub First Revised Sheet No. 42 : Effective  
Superseding: Original Sheet No. 42

RATE SCHEDULE SCT-NN (Continued)  
SMALL CUSTOMER TRANSPORTATION NO NOTICE SERVICE

### 3.1 Transmission Charge

If Shipper designates Point(s) of Receipt or a Point(s) of Delivery on the transmission portion of Kansas Pipeline's system, Shipper shall pay a Transmission Charge which shall be the product of the actual Quantity of Gas delivered during the Month times the Transmission commodity rates per Dt. as set forth on the effective Tariff Sheet Nos. 30 and 31. If both Point(s) of Receipt and the Point(s) of Delivery are located within the same Zone, or, the Rate Schedule identifies a specific Delivery Point, the applicable rates shall be as set forth on the effective Tariff Sheet Nos. 30 through 33 for service within the one Zone or Delivery Point only; if the Point(s) of Receipt and the Point(s) of Delivery are located in different Zones, the applicable rates shall be derived by adding the effective rates for service in each Zone.

### 3.2 Surcharges

Shipper shall pay all surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under these Rate Schedules from time to time.

### 3.3 Overrun Charges

#### (a) Overrun Charge for Takes in Excess of MDCQ

If during one or more Days in the billing Month Shipper Takes Quantities of Gas in excess of the applicable Maximum Daily Contract Quantity as stated in the Service Agreement (hereinafter called overrun quantities) for firm service hereunder, Shipper shall be subject to an overrun charge in addition to the applicable reservation charge and any balancing charges that may be applicable pursuant to Section 12 of the General Terms and Conditions. Subject to the provisions of Section 3.3(b) of this Rate Schedule, the applicable charge per Dt. for such overrun quantities shall be as set forth on the effective Tariff Sheet Nos. 30 and 31.

Effective Date: 05/11/1998 Status: Effective  
FERC Docket: CP96-152-022

**Sub First Revised Sheet No. 43** Sub First Revised Sheet No. 43 : Effective  
Superseding: Original Sheet No. 43

RATE SCHEDULE SCT-NN (continued)  
SMALL CUSTOMER TRANSPORTATION, NO NOTICE SERVICE

(b) Takes in Excess of Permissible Hourly Deliveries

If, pursuant to Section 5 hereof, Shipper has been notified that it must limit hourly takes of the Quantities nominated for delivery at the Point(s) of Delivery, Shipper must use its best efforts to limit its takes of the Quantities nominated for delivery at the Point(s) of Delivery as soon as possible, but in no event later than two hours following notification. If, after such two hours, the Shipper's takes exceed such hourly limitation for any hour during the next twenty four hour period, Shipper shall pay the overrun charges as set forth on the effective Tariff Sheet Nos. 30 and 31, in addition to the Applicable commodity rates and other applicable charges.

(c) Overrun Charge for Takes During Operational Flow Orders and Extreme Conditions

When Gas throughput approaches capacity on any portion of Kansas Pipeline's system, Kansas Pipeline may issue an (OFO) or declare an extreme conditions situation as to that portion of the system by notifying Shippers through the EBB System and telephone or facsimile communication. Once these situations are in effect, they shall continue until Kansas Pipeline notifies Shippers to the contrary. During an OFO or extreme conditions situation the applicable charge per Dt. for overrun quantities in excess of the MDCQ shall be those as defined in Section 12.13 of this General Terms and Conditions.

3.4 Range of Rates

Any rate applicable to a Shipper for service hereunder, by reference to the effective FERC Tariff Sheet Nos. 30 and 31 shall be the applicable Maximum Rate(s) set forth thereon. If an amount less than the applicable Maximum Rate(s) and not less than the applicable Minimum Rate(s) is agreed upon, such amount shall be applicable prospectively.

**Effective Date: 05/11/1998    Status: Effective**

**FERC Docket: CP96-152-022**

**Sub First Revised Sheet No. 44** Sub First Revised Sheet No. 44 : Effective  
Superseding: Original Sheet No. 44

RATE SCHEDULE SCT-NN (continued)  
SMALL CUSTOMER TRANSPORTATION, NO NOTICE SERVICE

### 3.5 Fuel Reimbursement

Shipper shall reimburse Kansas Pipeline in kind for fuel usage and lost or unaccounted for Gas pursuant to the terms and conditions of the Service Agreement and as stated on the effective FERC Tariff Sheet Nos. 30 and 31 for service hereunder.

### 3.6 Balancing Charges

Kansas Pipeline shall schedule each Shipper's nominations in accordance with Section 8 of the General Terms and Conditions of this Tariff. The daily scheduling charges provided for in Section 12.11(g) of this General Terms and Conditions of this Tariff shall not be applicable under this rate schedule, up to the MDCQ at the applicable primary delivery points.

## 4. MONTHLY BILL

The Monthly Bill for service under this Rate Schedule shall be equal to the Transmission Charge plus all applicable surcharges.

## 5. HOURLY DELIVERIES

Subject to the provisions of Kansas Pipeline's General Terms and Conditions and this Rate Schedule, Shipper may receive from Kansas Pipeline in any hour such Quantities of Gas as it desires or as are consistent with available pipeline pressures at each Point(s) of Delivery as long as such Quantities of Gas are being delivered to Kansas Pipeline by Shipper at each primary and secondary point(s) of Receipt. Kansas Pipeline shall be entitled to require Shipper to restrict takes of Natural Gas at any point during any hour by notifying Shipper of issuance of an Operational Flow Order or an Extreme Condition through the EBB System and telephone or facsimile communications.

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-015*

**First Revised Sheet No. 45** First Revised Sheet No. 45 : Effective  
Superseding: Original Sheet No. 45

RATE SCHEDULE SCT-NN (continued)  
SMALL CUSTOMER TRANSPORTATION, NO NOTICE SERVICE

#### 6. RESERVATIONS

Kansas Pipeline reserves the right from time to time to unilaterally make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule and the other provisions of Kansas Pipeline's FERC Gas Tariff, and the applicability thereof, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder.

#### 7. GENERAL TERMS AND CONDITIONS

Except as provided for herein, the General Terms and Conditions of Kansas Pipeline's FERC Gas Tariff are applicable to this Rate Schedule and are hereby made a part hereof.

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-015*

**First Revised Sheet No. 46** First Revised Sheet No. 46 : Effective

Superseding: Original Sheet No. 46

RATE SCHEDULE FT

FIRM TRANSPORTATION SERVICE

#### 1. AVAILABILITY

This Rate Schedule is available for Natural Gas Transportation service performed by Kansas Pipeline Company (hereinafter called "Kansas Pipeline") for any party (hereinafter called "Shipper"):

- (a) which has executed a Service Agreement in the form prescribed under Kansas Pipeline's FERC Gas Tariff for service under these Rate Schedules;
- (b) which delivers Natural Gas or causes Natural Gas to be delivered to Kansas Pipeline for delivery by Kansas Pipeline for the account of Shipper; and
- (c) which receives such Gas from Kansas Pipeline at a physical Point(s) of Delivery equipped with a Flow Control Device.

#### 2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to the firm Transportation of Natural Gas on Kansas Pipeline's system, subject to the General Terms and Conditions herein and the further provisions of the Service Agreement.

The service provided by Kansas Pipeline under this Rate Schedule consists of the receipt of Natural Gas by Kansas Pipeline at Point(s) of Receipt located on Kansas Pipeline's system and specified in the executed Service Agreement and the delivery of such Gas, after appropriate reductions, at Point(s) of Delivery located on Kansas Pipeline's system and specified in the executed Service Agreement on a uniform hourly basis up to the Maximum Daily Contract Quantity (MDCQ) set out in the executed Service Agreement.



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FERC Docket: CP96-152-009

**Original Sheet No. 47** Original Sheet No. 47 : Effective

RATE SCHEDULE FT (Continued)  
RATE SCHEDULE FT - KANSAS GAS SERVICE  
RATE SCHEDULE FT - MISSOURI GAS ENERGY  
FIRM TRANSPORTATION SERVICE

Service at the primary and secondary Point(s) of Receipt And Point(s) of Delivery shall be provided on a firm basis subject to the scheduling, curtailment and interruption provisions of Sections 8 and 9 of the General Terms and Conditions.

In no event shall Kansas Pipeline be obligated to provide any Transportation for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

### 3. RATES

The rates and charges for service under these Rate Schedules shall be as follows:

#### 3.1 Transmission Charge

If Shipper designates a Point(s) of Receipt or a Point(s) of Delivery on the transmission portion of Kansas Pipeline's system, Shipper shall pay a Monthly Transmission Charge which consists of a reservation component and a commodity component.

- (a) The reservation component of the Transmission Charge shall be the product of the MDCQ times the applicable Transmission reservation rates per Dt. As set forth on the effective Tariff Sheet Nos. 15 through 20. The reservation component shall be pro-rated for the first and last contract Months to adjust for the number of Days during those Months service was available.
- (b) The commodity component of the Transmission Charge shall be the product of the actual Quantity of Gas delivered during the Month times the applicable Transmission commodity rates per Dt. as set forth on the effective Tariff Sheet Nos. 15 through 20.
- (c) If both the Point(s) of Receipt and the Point(s) of Delivery are located within the same Zone, the

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FERC Docket: CP96-152-009

**Original Sheet No. 48** Original Sheet No. 48 : Effective

RATE SCHEDULE FT (Continued)  
RATE SCHEDULE FT - KANSAS GAS SERVICE  
RATE SCHEDULE FT - MISSOURI GAS ENERGY  
FIRM TRANSPORTATION SERVICE

applicable rates shall be as set forth on the effective Tariff Sheet Nos. 15 through 20 for service within the same Zone only; if the Point(s) of Receipt and the Point(s) of Delivery are located in different zones, the applicable rates shall be derived by adding the effective rates for service in the multiple Zones.

3.2 ACA and Other Charges

Shipper shall pay all ACA and other charges specified in the General Terms and Conditions or which otherwise may be applicable to service under these Rate Schedules from time to time.

3.3 Overrun Charges

(a) Overrun Charge for Takes in Excess of MDCQ

If during one or more Days in the billing Month Shipper takes Quantities of Gas in excess of the applicable Maximum Daily Contract Quantity as stated in the Service Agreement (hereinafter called overrun quantities) for firm service hereunder, Shipper shall be subject to an overrun charge in addition to the applicable reservation charge and any balancing charges that may be applicable pursuant to Section 12 of the General Terms and Conditions. Subject to the provisions of Section 3.3(b) of this Rate Schedule, the applicable charge per Dt. for such overrun quantities shall be as set forth on the effective Tariff Sheet Nos. 15 through 20.

(b) Takes In Excess of Permissible Hourly Deliveries

If, pursuant to Section 5 hereof, Shipper has been notified that it must limit hourly takes of the Quantities nominated for delivery at the Point(s) of Delivery, Shipper must use its best efforts to limit its takes of the Quantities nominated for delivery at the Point(s) of Delivery as soon as possible, but in no event later than two hours following

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FERC Docket: CP96-152-009

**Original Sheet No. 49** Original Sheet No. 49 : Effective

RATE SCHEDULE FT (Continued)  
RATE SCHEDULE FT - KANSAS GAS SERVICE  
RATE SCHEDULE FT - MISSOURI GAS ENERGY  
FIRM TRANSPORTATION SERVICE

notification. If, after such two hours, the Shipper's takes exceed such hourly limitation for any hour during the next twenty-four hour period, Shipper shall pay the overrun charges as set forth on the effective Tariff Sheet Nos. 15 through 20, in addition to the applicable commodity rates and other applicable charges.

(c) Overrun Charge for Takes During Operational Flow Orders and Extreme Conditions

When Gas throughput approaches capacity on any portion of Kansas Pipeline's system, Kansas Pipeline may issue an Operational Flow Order (OFO) or declare an extreme conditions situation as to that portion of the system by notifying Shippers through the EBB System and telephone or facsimile communication. Once declared this situation shall continue until Kansas Pipeline notifies Shippers to the contrary. During an extreme conditions situation the applicable charge per Dt. for overrun quantities in excess of the MDCQ shall be those as defined in Section 12.13 of this General Terms And Conditions.

3.4 Range of Rates

Unless otherwise agreed to in writing by Shipper and Kansas Pipeline, any rate applicable to a Shipper for service hereunder, by reference to the effective Tariff Sheet Nos. 15 through 20 shall be the applicable Maximum Rate(s) set forth thereon. If an amount less than the applicable Maximum Rate(s) and not less than the applicable Minimum Rate(s) is agreed upon, such amount shall be applicable prospectively.

3.5 Fuel Reimbursement

Shipper shall reimburse Kansas Pipeline in kind for fuel usage and lost or unaccounted for Gas pursuant to the terms and conditions of the Service Agreement and as stated on the effective FERC Tariff Sheet Nos. 15 through 20 for service hereunder.

**Effective Date: 05/11/1998    Status: Effective**

**FERC Docket: CP96-152-015**

**First Revised Sheet No. 50** First Revised Sheet No. 50 : Effective  
Superseding: Original Sheet No. 50

RATE SCHEDULE FT (Continued)  
FIRM TRANSPORTATION SERVICE

### 3.6 Balancing Charges

If balancing charges are incurred in accordance with Section 12 of the General Terms and Conditions, then such balancing charges shall also be applicable.

### 4. MONTHLY BILL

The Monthly Bill for service under this Rate Schedule shall be equal to the Transmission Charge, any applicable overrun and Balancing charges, plus all applicable ACA and other charges.

### 5. HOURLY DELIVERIES

Shipper shall deliver or cause to be delivered Natural Gas for the account of Shipper on a uniform hourly basis as nearly as practicable. Subject to the provisions of Kansas Pipeline's General Terms and Conditions and this Rate Schedule, Shipper may receive from Kansas Pipeline in any hour such Quantities of Gas as it desires or as are consistent with available pipeline pressures at each Point(s) of Delivery. Kansas Pipeline shall be entitled to require Shipper to restrict takes of Natural Gas at any point during any hour by notifying Shipper of issuance of an Operational Flow Order or an Extreme Condition through the EBB System and telephone or facsimile communications.

### 6. RESERVATIONS

Kansas Pipeline reserves the right from time to time to unilaterally make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule and the other provisions of Kansas Pipeline's FERC Gas Tariff, and the applicability thereof, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder.

### 7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Kansas Pipeline's FERC Gas Tariff are applicable to this Rate Schedule and are hereby made a part hereof.

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FERC Docket: CP96-152-009

**Original Sheet No. 51** Original Sheet No. 51 : Effective

RATE SCHEDULE SCT  
SMALL CUSTOMER TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for Natural Gas Transportation service performed by Kansas Pipeline Company (hereinafter "Kansas Pipeline") for any party (hereinafter "Shipper"):

- (a) which is a municipality or a small distribution company engaged in the resale of Natural Gas;
- (b) which has executed a Service Agreement in the form prescribed under Kansas Pipeline's FERC Gas Tariff for service under this Rate Schedule for a Maximum Daily Contract Quantity (MDCQ) not to exceed 5,000 Dt. per Day;
- (c) which delivers Natural Gas or causes Natural Gas to be delivered to Kansas Pipeline for delivery by Kansas Pipeline for the account of Shipper; and
- (d) which receives such Gas from Kansas Pipeline at a physical Point(s) of Delivery; and
- (e) which transports its total system requirements under this Rate Schedule, provided, however, that on any Day Shipper has taken its Maximum Daily Contract Quantity, Shipper may receive additional Quantities under Rate Schedule IT, or pursuant to a Release Agreement under Section 14 of the General Terms and Conditions.

This service is available for firm service at a Point(s) Of Delivery without regard to the presence of a Flow Control Device.

A Shipper with an executed Service Agreement under this Rate Schedule shall have its service and Service Agreement automatically converted to service and form of agreement under Rate Schedule FT effective as of the date any Gas Service is received through such Shipper's facilities other than under this Rate Schedule, except as provided in (e) above, or unless agreed to by Kansas Pipeline.

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FERC Docket: CP96-152-009

**Original Sheet No. 52** Original Sheet No. 52 : Effective

RATE SCHEDULE SCT (Continued)  
SMALL CUSTOMER TRANSPORTATION SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to the firm Transportation of Natural Gas on Kansas Pipeline's system, subject to the General Terms and Conditions herein and the further provisions of the Service Agreement. The service provided by Kansas Pipeline under this Rate Schedule consists of the receipt of Natural Gas by Kansas Pipeline at the Point(s) of Receipt located on Kansas Pipeline's system and specified in the executed Service Agreement and the delivery of such Gas, after appropriate reductions, at a Point(s) of Delivery located on Kansas Pipeline's system and specified in the executed Service Agreement up to the Maximum Daily Contract Quantity (MDCQ) set out in the executed Service Agreement (not to exceed 5,000 Dt. per day) on a basis consistent with Section 5 hereof.

Service provided at the primary and secondary Point(s) of Receipt and Point(s) of Delivery shall be provided on a firm basis subject to the scheduling, curtailment and interruption provisions of Sections 8 and 9 of the General Terms and Conditions.

In no event shall Kansas Pipeline be obligated to provide any Transportation for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

3. RATES

The rates and charges for SCT service under this Rate Schedule shall be as follows:

3.1 Transmission Charge

If Shipper designates Point(s) of Receipt or a Point(s) of Delivery on the transmission portion of Kansas Pipeline's system, Shipper shall pay a Transmission Charge which shall be the product of the actual Quantity of Gas delivered during the Month times the Transmission commodity rates per Dt. as set forth on the effective Tariff Sheet Nos. 28 and 29. If both the Point(s) of Receipt and the Point(s) of Delivery are located within the same zone, the applicable rates shall be as set forth on the effective Tariff Sheet Nos. 28 and 29

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FERC Docket: CP96-152-009

**Original Sheet No. 53** Original Sheet No. 53 : Effective

RATE SCHEDULE SCT (Continued)  
SMALL CUSTOMER TRANSPORTATION SERVICE

for service within the one Zone only; if the Point(s) of Receipt and the Point(s) of Delivery are located in different Zones, the applicable rates shall be derived by adding the effective rates for service in each Zone.

3.2 Surcharges

Shipper shall pay all surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule from time to time.

3.3 Overrun Charges

(a) Overrun Charge for Takes in Excess of MDCQ

If during one or more Days in the billing Month Shipper takes Quantities of Gas in excess of the applicable Maximum Daily Contract Quantity as stated in the Service Agreement (hereinafter called overrun quantities) for firm service hereunder, Shipper shall be subject to an overrun charge in addition to the applicable commodity charges and any balancing charges that may be applicable pursuant to Section 12 of the General Terms and Conditions. Subject to the provisions of Section 3.3(b) of this Rate Schedule, the applicable charge per Dt. for such overrun quantities shall be as set forth on the effective Tariff Sheet Nos. 28 and 29.

(b) Takes In Excess of Permissible Hourly Deliveries

If, pursuant to Section 5 hereof, Shipper has been notified that it must limit hourly takes of the Quantities nominated for delivery at the Point(s) of Delivery, Shipper must use its best efforts to limit its takes of the Quantities nominated for delivery at the Point(s) of Delivery as soon as possible, but in no event later than two hours following notification. If, after such two hours, the Shipper's takes exceed such Hourly limitation for any hour during the next twenty-four (24) hour period, Shipper shall pay the overrun charges as set

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**First Revised Sheet No. 54** First Revised Sheet No. 54 : Effective  
Superseding: Original Sheet No. 54

RATE SCHEDULE SCT (Continued)  
SMALL CUSTOMER TRANSPORTATION SERVICE

forth on the effective Tariff Sheet No. 28  
and 29 in addition to the applicable commodity  
rates and other applicable charges.

- (c) Overrun Charge for Takes During Operational Flow Orders  
and Extreme Conditions

When Gas throughput approaches capacity on any portion  
of Kansas Pipeline's system, Kansas Pipeline may issue  
an OFO or an extreme condition situation as to that  
portion of the system by notifying Shippers through  
the EBB System and telephone or facsimile communication.  
Once these situations are in effect, they shall continue  
until Kansas Pipeline notifies Shippers to the contrary.  
During an OFO or extreme conditions situation the  
applicable charge per Dt. for overrun quantities in  
excess of the MDCQ shall be those as defined in  
Section 12.13 of this General Terms and Conditions.

3.4 Range of Rates

Any rate applicable to a Shipper for service hereunder,  
by reference to the effective FERC Tariff Sheet Nos. 28  
and 29 shall be the applicable Maximum Rate(s) set forth  
thereon. If an amount less than the applicable Maximum  
Rate(s) and not less than the applicable Minimum Rate(s)  
is agreed upon, such amount shall be applicable  
prospectively.

3.5 Fuel Reimbursement

Shipper shall reimburse Kansas Pipeline in kind for fuel  
usage and lost or unaccounted for Gas pursuant to the  
terms and conditions of the Service Agreement and as  
stated on the effective FERC Tariff Sheet Nos. 28  
and 29 for service hereunder.

3.6 Balancing Charges

If balancing charges are incurred in accordance with  
Section 12 of the General Terms and Conditions, then  
such balancing charges shall also be applicable.



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FERC Docket: CP96-152-009

**Original Sheet No. 55** Original Sheet No. 55 : Effective

RATE SCHEDULE SCT (Continued)  
SMALL CUSTOMER TRANSPORTATION SERVICE

4. MONTHLY BILL

The Monthly Bill for service under this Rate Schedule shall be equal to the Transmission Charge plus all applicable surcharges.

5. HOURLY DELIVERIES

Shipper shall deliver or cause to be delivered Natural Gas for the account of Shipper on a uniform hourly basis as nearly as practicable. Subject to the provisions of Kansas Pipeline's General Terms and Conditions and this Rate Schedule, Shipper may receive from Kansas Pipeline in any hour such Quantities of Gas as it desires or as are consistent with available pipeline pressures at each Point(s) of Delivery. Kansas Pipeline shall be entitled to require Shipper to restrict takes of Natural Gas at any point during any hour by notifying Shipper of issuance of an Operational Flow Order or an Extreme Condition through the EBB System and telephone or facsimile communications.

6. RESERVATIONS

Kansas Pipeline reserves the right from time to time to unilaterally make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule and the other provisions of Kansas Pipeline Company's FERC Gas Tariff, and the applicability thereof, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder.

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Kansas Pipeline's FERC Gas Tariff are applicable to this Rate Schedule and are hereby made a part hereof.

Effective Date: 05/11/1998    Status: Effective  
FERC Docket: CP96-152-009

**Original Sheet No. 56** Original Sheet No. 56 : Effective

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for Natural Gas Transportation performed by Kansas Pipeline Company (hereinafter called Kansas Pipeline) for any party (hereinafter called Shipper):

- (a) which has executed a Service Agreement in the form prescribed under Kansas Pipeline's FERC Gas Tariff for service under this Rate Schedule;
- (b) which delivers Natural Gas or causes Natural Gas to be delivered to Kansas Pipeline for delivery by Kansas Pipeline for the account of Shipper; and
- (c) which receives such Gas from Kansas Pipeline at a physical Point(s) of Delivery equipped with a Flow Control Device.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to the Interruptible Transportation of Natural Gas on Kansas Pipeline's system, subject to the General Terms and Conditions herein and the further provisions of the Service Agreement.

The service provided by Kansas Pipeline under this Rate Schedule consists of the receipt of Natural Gas by Kansas Pipeline at Point(s) of Receipt located on Kansas Pipeline's system and specified in the executed Service Agreement and the delivery of such Gas, after appropriate reductions, at a Point(s) of Delivery located on Kansas Pipeline's system and specified in the executed Service Agreement on a uniform hourly basis up to the Maximum Daily Contract Quantity (MDCQ) set out in the executed Service Agreement, subject to the availability of capacity.

In no event shall Kansas Pipeline be obligated to provide any Transportation for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-022*

**Sub First Revised Sheet No. 57** Sub First Revised Sheet No. 57 : Effective  
Superseding: Original Sheet No. 57

RATE SCHEDULE IT (Continued)  
INTERRUPTIBLE TRANSPORTATION SERVICE

3. RATES

The rates and charges for interruptible service under this  
Rate Schedule shall be as follows:

3.1 Transmission Charge

If Shipper designates interruptible Point(s) of Receipt or interruptible Point(s) of Delivery on the transmission portion of Kansas Pipeline's system, Shipper shall pay a Transmission Charge which shall be the product of the actual Quantity of Gas delivered during the Month times the Transmission commodity rates per Dt. as set forth on the effective Tariff Sheet No. 27. If the Point(s) of Receipt and the Point(s) of Delivery are located in different zones, the applicable rates shall be derived by adding the effective rates for service in the multiple Zones.

3.2 Surcharges

Shipper shall pay all surcharges specified in the General Terms and Conditions or which otherwise may be applicable to service under this Rate Schedule from time to time.

3.3 Range of Rates

Any rate applicable to a Shipper for service hereunder, by reference to the effective Tariff Sheet Nos. 26 and 27 shall be the applicable Maximum Rate(s) set forth thereon.

3.4 Fuel Reimbursement

Shipper shall reimburse Kansas Pipeline in kind for fuel Usage and lost or unaccounted for Gas pursuant to the terms and conditions of the Service Agreement and as stated on the effective FERC Tariff Sheet Nos. 26 and 27 for service hereunder.

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-009*

**Original Sheet No. 58** Original Sheet No. 58 : Effective

RATE SCHEDULE IT (Continued)  
INTERRUPTIBLE TRANSPORTATION SERVICE

3.5 Balancing Charges

If balancing charges are incurred in accordance with Section 12 of the General Terms and Conditions, then such balancing charges shall also be applicable.

4. MONTHLY BILL

The Monthly Bill for service under this Rate Schedule shall be equal to the Transmission Charge, any applicable balancing charges plus all applicable surcharges.

5. RESERVATIONS

Kansas Pipeline reserves the right from time to time to unilaterally make any changes to, or to supersede, the rates and charges and other terms in this Rate Schedule and the other provisions of Kansas Pipeline's FERC Gas Tariff, and the applicability thereof, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Kansas Pipeline's FERC Gas Tariff are applicable to this Rate Schedule and are hereby made a part hereof.

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*FERC Docket: CP96-152-009*

**Original Sheet No. 59** Original Sheet No. 59 : Effective

SHEET NOS. 59 through 80  
RESERVED FOR FUTURE USE

**Effective Date: 05/11/1998    Status: Effective**

**FERC Docket: CP96-152-015**

**First Revised Sheet No. 81** First Revised Sheet No. 81 : Effective  
Superseding: Original Sheet No. 81

RATE SCHEDULE PS  
Pipeline Sales Service

1. AVAILABILITY

This Rate Schedule is available for the purchase from Kansas Pipeline Company (hereinafter referred to as "Kansas Pipeline") under the blanket certificate of public convenience and necessity granted to Kansas Pipeline pursuant to the C.F.R. Section 284.284(a) and the order of the Federal Energy Regulatory Commission ("Commission") issued October 3, 1997 in Docket No. CP96-152-000, et al. Service under this Rate Schedule PS shall be available to any gas purchaser ("Buyer") pursuant to such blanket certificate and with which Kansas Pipeline has entered into a Sales Service Agreement pursuant to this Rate Schedule PS.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all deliveries hereunder.

2.2 Deliveries of natural gas under this Rate Schedule shall be made at Point(s) of Receipt on Kansas Pipeline's pipeline system.

3. RATES AND CHARGES

Buyer shall pay Kansas Pipeline each month as invoiced the sum of the charges set forth or referenced in Article III of Buyer's PS Service Agreement.

4. HEAT CONTENT

Refer to Section 3 of the General Terms and Conditions.

5. MEASUREMENT

Refer to Section 4 of the General Terms and Conditions.

6. ABANDONMENT

As provided in Section 284.285 of the Commission's regulations, abandonment of service under this Rate Schedule has been pregranted abandonment. All of the General Terms and Conditions of Kansas Pipeline's FERC Gas Tariff which are not inconsistent with this Rate Schedule and/or Buyer's PS Service Agreement are hereby made a part hereof.

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-009*

**Original Sheet No. 82** Original Sheet No. 82 : Effective

RATE SCHEDULE PS  
Pipeline Sales Service

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Kansas Pipeline's FERC Gas Tariff which are not inconsistent with this Rate Schedule and/or Buyer's PS Service Agreement are hereby made a part hereof.

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-009*

**Original Sheet No. 83** Original Sheet No. 83 : Effective

SHEET NOS. 83 through 90  
RESERVED FOR FUTURE USE



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RATE SCHEDULE SCS  
SMALL CUSTOMER SALES SERVICE

1. AVAILABILITY

This Rate Schedule SCS shall apply to any municipality or local distribution company that was purchasing gas from Kansas Pipeline under a contract with a Maximum Daily Contract Quantity (MDCQ) not in excess of 5,000 Dt. per day on the day prior to the effective date of the blanket certificate of public convenience and necessity issued in Docket No. CP96-152-000, et. al. to Kansas Pipeline Company ("Kansas Pipeline") pursuant to Section 284.284(a) of the Federal Energy Regulatory Commission's ("Commission") regulations. Service under this Rate Schedule SCS shall be available to any gas purchaser ("Buyer") pursuant to such blanket certificate for a term of one year from the effective date of such certificate, provided Kansas Pipeline has entered into a Sales Service Agreement with Buyer pursuant to this Rate Schedule SCS.

2. APPLICABILITY AND CHARACTER OF SERVICE

The sales service rendered pursuant to this Rate Schedule SCS shall be sold separately from Kansas Pipeline's Transportation service. All sales of gas by Kansas Pipeline under this Rate Schedule SCS shall be made at Point(s) of Receipt on Kansas Pipeline's pipeline system.

3. REQUESTS FOR SMALL CUSTOMER SALES SERVICE

Sales service under this Rate Schedule SCS shall be available only on the condition and to the extent that Kansas Pipeline and Shipper have agreed, each acting in its sole discretion, to such service and have executed a written Sales Service Agreement in accordance with Kansas Pipeline's FERC Gas Tariff. Kansas Pipeline shall have no obligation to provide sales service for any quantity of gas or period of time beyond one year from the effective date of the certificate issued in Docket No. CP96-152-000, et. al.

When a Sales Service Agreement between Kansas Pipeline and Shipper expires, Kansas Pipeline is authorized to automatically terminate and abandon the sales service without the requirements of any approval by the Commission for such termination and abandonment.

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RATE SCHEDULE SCS (Continued)  
SMALL CUSTOMER SALES SERVICE

4. RATES, CHARGES, TERMS AND CONDITIONS

The terms, conditions, rates and charges applicable to Service provided under this Rate Schedule SCS shall be those terms, conditions, rates and charges to which Kansas Pipeline and Shipper agreed in the Sales Service Agreement between them relating to such service as described in Section 3 of this Rate Schedule SCS. The rates for all gas purchased under Rate Schedule SCS shall be based upon Kansas Pipeline's weighted average cost of gas ("WACOG").

5. TRANSPORTATION

Buyer, or its agent, shall be responsible for arranging for transportation of the gas sold and purchased hereunder, from the point of delivery under this Rate Schedule SCS to the ultimate point of delivery to Buyer's facilities or A third party facility for ultimate delivery to Buyer.

6. APPLICABILITY OF GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of Kansas Pipeline's FERC Gas Tariff are hereby made a part of this Rate Schedule.

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SHEET NOS. 93 THROUGH 197  
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KANSAS PIPELINE  
GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are applicable to any service provided hereunder:

1. DEFINITIONS

- 1.1 Btu shall mean British Thermal Unit, and is defined as the amount of heat required to raise the temperature of one (1) pound of water one degree Fahrenheit (1 degree F.) at a standard pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 p.s.i.a.) and a starting temperature of 60 degrees Fahrenheit (101.325 kPa and 15 degrees (C)).
- 1.2 Business Day shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., And similar holidays for transactions occurring in Canada and Mexico.
- 1.3 Central Time shall mean Central clock time whether Central Standard Time or Central Daylight Savings Time.
- 1.4 Commission or FERC shall mean the Federal Energy Regulatory Commission or any successor regulatory agency.
- 1.5 Contract Year as used in any Rate Schedule shall mean an annual period beginning the first Day of the Month following the effectiveness of the Service Agreement and ending Twelve (12) Months later.
- 1.6 Daily Spot Price as used herein shall be defined as the "Daily Midpoint" price as published in Gas Daily for Panhandle Eastern Pipe Line Company, Oklahoma area, as posted in the issue published on the day of flow, or in the issue published next thereafter for weekend and holiday periods.
- 1.7 Day -shall mean Standard time for the gas day shall be 9:00 a.m. to 9:00 a.m. Central Clock Time.
- 1.8 Dekatherm (Dt.) shall mean one thousand cubic feet of Gas (Mcf) with a heat content of 1,000 Btu per cubic foot on a measurement basis specified under Section 4 herein and based on the same pressure base as the volumes. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees (C), and dry.

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- 1.9 Electronic Gas Measurement (EGM) shall mean that form of measurement equipment which may consist of a computerized remote terminal unit, transducers and other associated power, radio, sensing and other electronic devices to accomplish Gas measurement and transfer of data, without the use of charts.
- 1.10 Electronic Funds Transfer shall mean payments made or effected by wire transfer (Fedwire, CHIPS, or Bank Book Entry) or Automated Clearing House (ACH) or any other recognized electronic or automated payment mechanism that is agreed upon by Shipper and Kansas Pipeline in the future.
- 1.11 Firm Rate Schedule shall mean an agreement for Transportation Service provided under either Rate Schedules FT, FT-NN, SCT, SCT-NN or approved non-conforming service agreements.
- 1.12 Fuel Reimbursement shall mean the reimbursement of Kansas Pipeline by Shipper in kind for fuel usage and lost or unaccounted for Gas.
- 1.13 IEC System shall mean the Internet Electronic Communication System offered by Kansas Pipeline on a nondiscriminatory basis to any Party or Shipper that has access to the internet, and provided that such Shipper has been assigned a USER ID and password and agrees to comply with the procedures for proprietary access to the IEC System and with the procedures for use of the IEC System.
- 1.14 Interruptible Rate Schedule shall mean an agreement for Transportation Service provided under Rate Schedule IT.
- 1.15 Long-Term Agreement shall mean a Transportation or Sales Agreement with a primary term of one year or more from the effective date of the Agreement.
- 1.16 Flow Control Device shall mean a physical valve at a Point of Receipt or Point of Delivery on Kansas Pipeline's pipeline which provides Kansas Pipeline with control over flowing volumes at that point.
- 1.17 Maximum Daily Contract Quantity (MDCQ) shall mean the maximum Quantity of Gas which Kansas Pipeline is obligated to deliver on any Day at a Point of Delivery to Shipper as specified in an executed Transportation Agreement.



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- 1.18 Month shall mean the period beginning at 9:00 a.m. Central Time on the first Day of the calendar Month and ending at 9:00 a.m. Central Time on the first Day of the next succeeding calendar Month.
- 1.19 Mcf shall mean 1,000 standard cubic feet of Gas.
- 1.20 Mmcf shall mean 1,000,000 standard cubic feet of Gas.
- 1.21 Natural Gas or Gas shall mean either Natural Gas unmixed, or a mixture of natural and artificial Gas.
- 1.22 Kansas Pipeline Company or Kansas Pipeline's system shall mean the pipeline system, including the facilities of Transok, Inc. in Oklahoma, to the extent made available by long term lease by Kansas Pipeline.
- 1.23 Point of Receipt shall mean a point at the inlet side of Kansas Pipeline's facilities at a point of interconnection between the facilities of Kansas Pipeline and facilities of Shipper or Shipper's designee. Point(s) of Receipt located on the transmission portions of Kansas Pipeline's system shall be identified in the Service Agreement.
- 1.24 Point of Delivery shall mean a point at the outlet side of Kansas Pipeline's facilities at a point of interconnection between the facilities of Kansas Pipeline and the facilities of Shipper or Shipper's designee. Point(s) of Delivery located on the transmission portions of Kansas Pipeline's system shall be identified in the Service Agreement.
- 1.25 Point Operator shall mean any party who is either a receiving party or delivering party.
- 1.26 Quantity of Gas or any other substantially similar phrase shall be the number of units of Gas expressed in Dekatherms (Dt.).
- 1.27 Service Agreement shall mean a Transportation Agreement.
- 1.28 Summer Period shall mean the period from April 1 through October 31.
- 1.29 Thermal or Thermally Equivalent shall mean an equal number of Btu's.

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GENERAL TERMS AND CONDITIONS (Continued)

- 1.30 Transportation shall mean forward haul, backhaul or any other method of transport of Gas as defined in the FERC's Regulations.
- 1.31 Transportation Agreement shall mean an agreement for Transportation service provided under Rate Schedules FT, FT-NN, SCT, SCT-NN, IT or any approved non-conforming service agreement.
- 1.32 Unauthorized Gas shall mean any Quantity of Gas, either received or delivered by Kansas Pipeline which cannot be identified as being received or delivered pursuant to a Transportation nomination on behalf of an existing Shipper.
- 1.33 Winter Period shall mean the period November 1 through March 31.
- 1.34 Zone shall mean the portion of Kansas Pipeline's system located as follows:
  - (a) Zone 1 shall include portions of Kansas Pipeline's system as follows:

From the NW Quarter of Section 12, Township 22N, Range 5E, in Pawnee County, Oklahoma to the Osage County, Oklahoma, and Cowley County, Kansas state line; and from the NE Quarter of Section 26, Township 25N, Range 26W in Harper County, Oklahoma to the Woods County, Oklahoma and Comanche County, Kansas state line.
  - (b) Zone 2 shall include portions of Kansas Pipeline's system as follows:

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GENERAL TERMS AND CONDITIONS (Continued)

From the SW Quarter of Section 2, Township 20S, Range 8W in Rice County, Kansas, and from the Woods County, Oklahoma and Comanche County, Kansas, and the Osage County, Oklahoma, and Cowley County, Kansas, state line to the Coffey and Franklin County, Kansas and Coffey and Anderson County, Kansas, lines.

- (c) Zone 3 shall include portions of Kansas Pipeline's system as follows:

From the Coffey and Franklin County, Kansas and Coffey and Anderson County, Kansas lines to the eastern terminus of the system.

2. INTERNET COMMUNICATION

- 2.1 Kansas Pipeline has established an Internet Electronic Communication system ("IEC System"), for use by any party, including Shippers and potential Shippers. The IEC System is available on a nondiscriminatory basis to any party (hereinafter the "User") that has access to the internet. Shippers will also have access to proprietary data, provided that such shipper has been assigned a user identification (USERID) and password, executes a System Service Agreement and agrees to comply with the procedures for use of the System. Kansas Pipeline will provide timely and equal access to any and all information available on the IEC System.
- 2.2 The IEC System will provide on-line help, an interactive search function that permits Users to locate all information concerning a specific transaction, and menus that permit Users to access separately each record in the transportation log, notices of available capacity, and standards of conduct information. The IEC System will permit Users to electronically download a file(s) from the IEC System and to split files into smaller files prior to such download. Kansas Pipeline will maintain and retain daily backup records of the information displayed on the IEC System for three years and permit Users to review those records, which will be archived and reasonably accessible. Information on the most recent entries will

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GENERAL TERMS AND CONDITIONS (Continued)

appear ahead of older information. Kansas Pipeline will periodically purge transactions from current IEC System files when transactions have been completed. Information that has been purged from the IEC System will be archived and will be available in hard copy for public inspection by appointment during regular business hours at Kansas Pipeline's principal place of business for at least three years thereafter and will be made available in electronic format.

2.3 The IEC System may be used to:

- (a) interactively request service, execute, or amend Service Agreements, and provide nominations pursuant to the applicable rate schedule and these General Terms and Conditions;
- (b) exercise a Right of First Refusal as an existing Shipper pursuant to Section 7.2 of the General Terms and Conditions or submit a bid as a Potential Shipper under such section; and
- (c) assign Service Rights pursuant to Section 14 of the General Terms and Conditions.

2.4 Through the IEC System the User may obtain:

- (a) Information concerning the availability of capacity for firm and interruptible Transportation services (i) at receipt points (ii) on the mainline, and (iii) at delivery points and whether the capacity is available from Kansas Pipeline directly, through exercise of a Shipper's Right of First Refusal, or through assignment from a Shipper.

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GENERAL TERMS AND CONDITIONS (Continued)

- (b) A listing of Point(s) of Receipt on Kansas Pipeline's system including the following information:
    - (i) Designation of Point of Receipt;
    - (ii) Location of Point of Receipt;
    - (iii) Operator name and phone number;
    - (iv) Availability of EGM;
    - (v) Total firm capacity subscribed at the point;
    - (vi) Whether the point is measured by Kansas Pipeline or a third party.
  - (c) Delivery and Receipt Point allocation designations for the allocation periods. Only one predetermined allocation methodology, as described in Section 8.5(a), will be applied per allocation period.
  - (d) The minimum price, quantity, terms, special conditions, and releasing party names for all release notices submitted pursuant to Section 14 of the General Terms and Conditions.
  - (e) The price, term, and quantity offered for assignment of service rights under Section 14 of the General Terms and Conditions.
  - (f) The price, term, quantity, and names of parties for all completed assignments of service rights under Section 14 of the General Terms and Conditions.
  - (g) The price, term, quantity and names of parties requesting Transportation pursuant to Section 6 of the General Terms and Conditions.
  - (h) Kansas Pipeline's currently effective General Terms and Conditions.
  - (i) On a best efforts basis, information concerning operational pressures at major Kansas Pipeline interconnection points.
- 2.5 Electronic data interchange will be available on a nondiscriminatory basis to any party. An appropriate Agreement is required for electronic transmission of proprietary data.

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GENERAL TERMS AND CONDITIONS (Continued)

- 2.6 Any provisions of this section requiring that matters be written or in writing are satisfied by either Shipper or Kansas Pipeline utilizing electronic data interchange or electronic transmission through the IEC System in accordance with the procedures for utilization of the IEC System.

3. QUALITY OF GAS

- 3.1 Gas received and delivered shall be merchantable Natural Gas; shall be free of water and liquid hydrocarbons; shall contain not more than 7 pounds of water vapor per Mmcf, 1.0 grain of hydrogen sulphide and 20 grains of total sulphur (reduced by sulphur caused by odorization equipment) per 100 cubic feet, 2% of carbon dioxide (by volume), and 50 parts per million of oxygen; shall not contain any active bacteria or bacterial agent, including but not limited to sulphate reducing bacteria and acid producing bacteria; shall not contain any hazardous or toxic substances; and shall not exceed 120 degrees Fahrenheit in temperature. The Gas shall have a total or gross heating value of not less than nine hundred fifty (950) Btu and not more than one thousand two hundred (1,200) Btu per cubic foot at the Point of Receipt. Kansas Pipeline shall not be obligated to accept Gas for Transportation which does not meet these quality provisions. Shipper shall reimburse Kansas Pipeline for any loss, cost, damage, or expense incurred by Kansas Pipeline as a direct or indirect result of Shipper's failure to comply with the provisions of this Section 3.1.
- 3.2 If the Gas offered for Transportation by Shipper fails at any time to conform to any of the specifications set forth herein, then Kansas Pipeline shall have the right, either by written,

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GENERAL TERMS AND CONDITIONS (Continued)

oral or telephonic notice to Shipper, to refuse to accept all or any portion of such quality deficient Gas. If Kansas Pipeline refuses to accept Gas tendered by Shipper because such Gas does not conform to the specifications set forth herein, Shipper shall not be relieved of its obligation to pay any Access, Reservation, Transmission or any other applicable charge in Kansas Pipeline's tariff, Rate Schedules or Service Agreements.

- 3.3 Kansas Pipeline shall have the unqualified right to commingle Gas transported hereunder with Gas from other sources. It is recognized that Gas delivered at a Point of Delivery may not be the same molecules as those received at a Point of Receipt. The Quantities of Gas delivered pursuant to a Transportation Agreement at a Point of Delivery shall be thermally equivalent to the Quantities of Gas received at the Point of Receipt, adjusted for Fuel Reimbursement.

4. MEASUREMENT

- 4.1 Quantities of Gas received or delivered hereunder at each Point of Receipt and Point of Delivery shall be determined by either Kansas Pipeline or Shipper responsible for measurement at such point, as listed on Exhibit A of the Service Agreement.

The heating value, specific gravity and super-compressibility (Mol percent of nitrogen and carbon dioxide) values of the Gas shall be determined at the beginning of receipt and monthly thereafter, or at such frequency consistent with generally accepted practices in the natural gas industry. Shipper may be required to test, at the receipt meter, for bacteria or bacterial agents if Kansas Pipeline so requires. Tests for bacteria or bacterial agents shall be conducted on samples taken from the meter run or other appurtenant piping using American Petroleum Institute (API) test method API-RP38 or any other test method acceptable to Kansas Pipeline

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GENERAL TERMS AND CONDITIONS (Continued)

which is currently available or may become available at any time during the term of the Transportation Agreement.

- 4.2 Such measurement, both volumetric and thermal, shall be at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 psia dry, and on the basis of the methods prescribed and published by the American Gas Association in conjunction with the ANSI/API 2530 Report as currently available and in accordance with any subsequent amendments thereof accepted and agreed upon between the parties if orifice meters are used. If positive displacement or turbine meters are used, measurement shall be performed in accordance with AGA-7 as currently available and with any subsequent amendments thereof accepted and agreed upon between the parties. Btu content shall be determined by taking the arithmetic average of the heating value as recorded by a chromatograph or other method of determination generally accepted in the industry. Flowing temperatures shall be determined by a recording thermometer or EGM.
- 4.3 All measuring stations shall be acceptable to Kansas Pipeline and Shipper and installed and operated to conform to recognized industry standards, using flange connections and, where necessary, pulsation dampening equipment. Auxiliary equipment shall be installed so as not to interfere with the measurement of either party.
- 4.4 Either Kansas Pipeline or Shipper may witness the installation or maintenance of the other's equipment. Neither Kansas Pipeline nor Shipper shall be required to verify accuracy more often than once during any 30 Day period. If, upon test, accuracy is found to be within 2% by volume (chromatograph within 0.5%), measurements taken by such equipment shall be assumed to have been Accurate. Any error exceeding these percentages shall require correction to zero error of previous recordings back to the date error began. If the beginning date of error is unknown, correction shall extend to one-half the time since the last test, not to exceed 16 Days.
- 4.5 Where wellhead compressors have been installed, the maximum permissible Square Root Error Indicator (SREI) shall be no greater than 1% for volumes less than 2 Mmcf



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per Day and .5% for volumes greater than 2 MMcf per Day.  
The SREI shall be determined by tests at the orifice taps  
and shall be performed on the full operating range of the  
compressor.

- 4.6 When the information necessary for billing purposes is  
in the control of the operator of the measuring facility  
and not in Kansas Pipeline's control, then the operator  
of that measuring facility shall furnish to Kansas  
Pipeline daily operational volumes of the previous  
twenty-four hours within a twenty-four hour period upon  
completion of the gas Day. In addition, the operator of  
the measuring facility shall furnish actual volume  
information to Kansas Pipeline on or before the fifth Day  
following each Month. The cutoff for the closing of  
measurement is five (5) business days after the business  
month. If volumes are not available, an estimate shall be  
provided by the operator of the measuring facility to  
Kansas Pipeline by no later than 3:00 p.m. Central time  
on the fifth Day of each Month. If an estimate is not  
made by the operator of the measuring facility, then  
Kansas Pipeline shall estimate a Quantity of Gas based  
on the best information available.

For treatment of measurement prior period adjustments,  
treat the adjustment by taking it back to the production  
month. A meter adjustment becomes a prior period adjustment  
after the fifth (5th) business day following the business  
month. Reporting measurement prior period adjustments will  
be reflected by restating the line item with the new total  
quantity for the day and month.

5. RESPONSIBILITY DURING TRANSPORTATION

As between Kansas Pipeline and Shipper, Kansas Pipeline shall be  
deemed to be in control and possession of the Gas transported  
hereunder only after the Gas is received at the Point of Receipt,  
and before it is delivered to or for the account of Shipper at  
the Point of Delivery. Shipper shall be deemed to be in control  
and possession at all other times. Whichever of Kansas Pipeline  
or Shipper is deemed to be in control and possession of the Gas  
shall be responsible for and shall indemnify the other party  
with respect to any losses, injuries, claims, liabilities or  
damages caused thereby and occurring while the Gas is in its  
possession.

6. PROCEDURES FOR REQUESTING SERVICE RIGHTS

- 6.1 Persons desiring Transportation or Sales service must  
deliver a valid executed request for service

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rights through the IEC System or in writing in the form specified by Kansas Pipeline's current service rights request form, as such may be revised from time to time. Written requests must be submitted to the following address:

Kansas Pipeline  
Attn: Transportation Services  
8325 Lenexa Drive, Suite 400  
Lenexa, KS 66214

Telephone: (913) 888-7139

Facsimile: (913) 888-9254

- 6.2 Acceptance of a request for service rights and the continuation of service is contingent upon the Shipper satisfying, on an on going basis, a credit appraisal by Kansas Pipeline. Kansas Pipeline shall apply consistent evaluation practices to determine the acceptability of Shipper's overall financial condition. Such credit appraisal shall be based upon the following information and criteria:
- (a) Shipper shall provide current financial statements, annual reports, 10-K reports or other filings with regulatory agencies which discuss the Shipper's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available. Kansas Pipeline shall determine the acceptability of Shipper's overall financial condition, working capital, and profitability trends.
  - (b) Shipper shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted in 6.2(a) must show that Shipper's obligations are being paid on a reasonably prompt basis.
  - (c) Shipper shall confirm in writing that it is not operating under any chapter of the bankruptcy laws and is not subject to litigation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be

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GENERAL TERMS AND CONDITIONS (Continued)

made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurance that the service billing shall be paid promptly as a cost of administration under the Federal Court's jurisdiction.

(d) Shipper shall confirm in writing that it is not subject to any uncertainty in any pending liquidation or regulatory proceedings in state or Federal courts Or is not aware of any change in business conditions which could cause a substantial deterioration in its financial condition, a condition of insolvency or the inability to exist as an on-going business entity.

(e) If Shipper has an on-going business relationship with Kansas Pipeline, no delinquent balances should be outstanding for services provided previously by Kansas Pipeline and Shipper must have paid its account balances according to the established terms and not made deductions or withheld payment for claims not authorized by contract.

(f) Shipper shall confirm in writing that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.

6.3 Upon notification by Kansas Pipeline that Shipper has failed to satisfy the credit criteria, or subsequently during the term of the Service Agreement no longer satisfies the credit criteria such Shipper may still obtain credit approval by Kansas Pipeline if it elects to provide one of the following: (a) an advance deposit equal to the cost of performing the requested service for three (3) months; (b) a Standby Irrevocable Letter of Credit; (c) security interest in collateral found to be satisfactory to Kansas Pipeline; (d) a guaranty, acceptable to Kansas Pipeline, by another person or entity which satisfies credit appraisal. An advance deposit, Standby Irrevocable Letter of Credit, or security interest should at all times equal the three highest Months of estimated usage during the term of the Service Agreement.

6.4 If Shipper's credit standing ceases to meet Kansas Pipeline's credit requirements during the period of service, then Kansas Pipeline has the right to require

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GENERAL TERMS AND CONDITIONS (Continued)

security or prepayment as specified in 6.3 above. If security or prepayment is not tendered in a time period as reasonably determined by Kansas Pipeline, then Kansas Pipeline is not required to continue service.

- 6.5 If Shipper is unable to maintain credit approval, the executed Service Agreement shall terminate as of the first Day of the Month following written notice to Shipper.
- 6.6 In the event a Shipper or potential Shipper may have a complaint, the Shipper or potential Shipper shall:
- (a) Provide Kansas Pipeline a written or oral description of the complaint, including the identification of the request for service rights, if applicable, by contacting Kansas Pipeline at the following:  
  
Kansas Pipeline  
Attn.: Transportation Services  
8325 Lenexa Drive, Suite 400  
Lenexa, KS 66214  
  
Telephone: (913) 888-7139  
Facsimile: 888-9254
  - (b) Kansas Pipeline shall respond initially within two Business Days and in writing within 30 Days advising Shipper or potential Shipper of the disposition of the complaint.
- 6.7 A request for service rights shall not be valid and no request date shall be assigned until Kansas Pipeline has received in writing all of the information required or requested under Sections 6.1 and 6.2 herein. If Kansas Pipeline requests additional information or assurances in accordance with this Section, and such information is provided within seven Days of such request, Shipper's request for service rights shall be deemed to have been received when the information set forth in Sections 6.1 and 6.2 was received. Otherwise, Shipper's request for service rights shall become valid and a request date assigned when such additional information or assurances are actually received in writing by Kansas Pipeline.

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Superseding: Original Sheet No. 215

GENERAL TERMS AND CONDITIONS (Continued)

- 6.8 Kansas Pipeline may require such other information as is required to comply with regulatory reporting or filing requirements.
- 6.9 To be considered valid, a request for firm service rights must be accompanied by payment of the lesser of (1) all applicable reservation charges, capacity charges and deliverability charges for one Month or (2) \$10,000. Such payment must be made by Shipper to Kansas Pipeline. When service is commenced, this payment, with carrying charges computed in a manner consistent with Section 154.501 of the Commission's Regulations, shall be used to offset the demand portion of Shipper's Monthly bill. If the request is (1) withdrawn prior to the date Kansas Pipeline tenders a Service Agreement, (2) becomes void in accordance with Section 6.11, or (3) Kansas Pipeline declines to tender a Service Agreement, this payment shall be refunded with carrying charges. If Shipper's request expires, as set forth in Section 7, Shipper's payment shall be non-refundable.
- 6.10 If any information provided by Shipper pursuant to this Section 6 changes, Shipper shall be obligated to provide prompt written notice of such changes to Kansas Pipeline.
- 6.11 If Kansas Pipeline tenders a Service Agreement within ninety (90) Days of the date Shipper submits a valid request for service, Shipper shall have thirty (30) Days from the date the Service Agreement is sent to execute the Service Agreement, as set forth in Section 7.1 of these General Terms and Conditions. If Kansas Pipeline does not tender a Service Agreement within ninety (90) Days, Shipper's request shall be deemed to be null and void and of no further effect without prejudice to the Shipper's rights to submit a new request for service rights, and Shipper's payment pursuant to Section 6.9 shall be refunded with carrying charges.

7. CONTRACTING FOR SERVICE RIGHTS

This Section 7 governs the order in which requests for Transportation service rights shall be accommodated where capacity is not available for all valid requests. It does not govern scheduling, which is governed by Section 8 herein.

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GENERAL TERMS AND CONDITIONS (Continued)

7.1 Order For Accommodating Firm Service Rights

- (a) Subject to the provisions of Section 7.2 hereof, as firm capacity becomes available for Transportation, requests for firm services shall be fulfilled first, commencing with the requested service offering the greatest economic value for the capacity available. If the economic values, as determined below, of separate service requests are equal, then service shall be offered in sequence starting with the request for such service with the earliest date. If separate service requests have equal economic values and the same date of request, service shall be offered to such requests on a prorata basis.
- (b) The economic value of request(s) for service rights shall be the net present value of the reservation charges, capacity charges and deliverability charges that Shipper would pay at the rates Shipper has requested, which shall not be less than the minimum nor greater than the maximum rates as stated on the currently effective Tariff Sheet governing such service, over the term of service specified in the request(s), utilizing as the annual discount factor the overall rate of return underlying Kansas Pipeline's currently effective rates.
- (c) Within thirty (30) Days of the date firm capacity becomes available on a particular segment of Kansas Pipeline's system, Kansas Pipeline shall tender Service Agreements to potential Shipper(s) whose request(s) for firm service can be accommodated through the capacity that becomes available in accordance with the order established under Section 7.1(a).

If Kansas Pipeline tenders a Service Agreement, but does not receive the executed Service Agreement within 30 Days from the date the Service Agreement is sent, the request for service rights shall expire without prejudice to the prospective Shipper's right to submit a new request for service rights. In the event the prospective Shipper returns a Service

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GENERAL TERMS AND CONDITIONS (Continued)  
Agreement with a rate less than that used to determine the economic value of the request or with a term less than that used to determine the economic value of the request or both, Kansas Pipeline shall redetermine the economic value of the Shipper's request in accordance with Section 7.1(b) hereof. If the request continues to qualify for service, and Kansas Pipeline agrees to the rate, Kansas Pipeline shall execute the Service Agreement. If the request does not continue to qualify for service, the Service Agreement shall be deemed null and void.

7.2 Continuation of Long-Term Agreements for Firm Service;  
Right of First Refusal

- (a) Kansas Pipeline shall continue to provide service pursuant to a Long-Term Agreement beyond the term specified in such Agreement if:
  - (i) The Long-Term Agreement is extended according to its terms, or
  - (ii) Shipper agrees to match the bid having the greatest economic value, as defined in Section 7.1(b) hereof, for the firm service Shipper receives, or any portion thereof, which Kansas Pipeline has been offered in accordance with Section 7.2(b) and executes a new Service Agreement matching those terms.
- (b) The procedures specified in this Section 7.2(b) shall be followed to determine whether a Long-Term Agreement will be continued in accordance with Section 7.2(a) (ii).
  - (i) Shipper must give timely notice that it wants to continue service beyond the term of the Agreement. For the notice to be timely, Shipper must notify Kansas Pipeline within the following periods:

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**First Revised Sheet No. 218** First Revised Sheet No. 218 : Effective  
Superseding: Original Sheet No. 218

GENERAL TERMS AND CONDITIONS (Continued)

Stated Contract Term	Months Prior To Contract Expiration
2 years or longer	Not earlier than 18 Months and not later than 12 Months
Less than 2 years	Not earlier than 9 Months and not later than 6 Months

Kansas Pipeline shall notify each Shipper not earlier than 45 Days and not later than 30 Days prior to the last Day Shipper can give timely notice hereunder.

- (ii) Upon receipt of the Shipper's notice, Kansas Pipeline shall post on the IEC System for a period of 45 Days ("Posting Period") the Maximum Daily Contract Quantity under the Shipper's Long Term Agreement and the primary Point(s) of Receipt and Point(s) of Delivery thereunder.
- (iii) During the Posting Period Kansas Pipeline shall accept requests for all or a portion of the Shipper's service rights under the Long-Term Agreement from any prospective Shipper that has submitted a valid request for service rights in accordance with the provisions of Section 6.1 hereof.
- (iv) If, during the Posting Period, Kansas Pipeline receives an acceptable offer for all or a portion of the service rights under Shipper's Long-Term Agreement, Kansas Pipeline shall notify Shipper in writing of the offer having the greatest economic value, as defined in Section 7.1(b) hereof; provided, that for purposes of value comparisons under this section the rate utilized shall be limited to the maximum rate that can be charged to the existing Shipper and the longest term utilized shall be five (5) years. If Shipper elects to match the offer, Shipper shall notify Kansas Pipeline of such election in writing within



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Superseding: Original Sheet No. 219

GENERAL TERMS AND CONDITIONS (Continued)

30 Days after receiving notice from Kansas Pipeline and shall execute a new Service Agreement matching the offer prior to the termination of the Long-Term Agreement. If Shipper elects not to match the offer, Kansas Pipeline will tender a Service Agreement to the prospective Shipper submitting the offer having the greatest economic value. If the Service Agreement is not executed within 30 days, the request for service rights shall expire without prejudice to the prospective Shipper's right to submit a new request for service rights. Kansas Pipeline shall then notify the Shipper in writing of the acceptable offer, if any, having the next greatest economic value in accordance with the provisions of this Section 7.2(b)(iv). If there is no other acceptable offer, the Shipper may continue service in accordance with Section 7.2(b)(v).

(v) If no acceptable offers are received, then Shipper may continue to receive service under a new Long-Term agreement with any term Shipper chooses, at the applicable maximum rate or at a lesser rate agreed to by Kansas Pipeline and Shipper.

(vi) Kansas Pipeline shall post the winning bid and bidder on the IEC System for ninety (90) Days whether or not the bidder executes a Service Agreement.

(c) If a Long-Term Agreement is not continued in accordance with Section 7.2(a) above, such Agreement shall terminate as specified therein.

7.3 Kansas Pipeline shall not be obligated to tender, execute or continue a Service Agreement for service at any rate less than the maximum rate set forth in the effective tariff sheets applicable to the service requested. It shall be Kansas Pipeline's sole discretion to tender, execute or continue a Service Agreement at any rate less than the applicable maximum rate for the service requested. Kansas Pipeline and Shipper must agree to any rate requested at less than the applicable maximum rate before Kansas Pipeline becomes obligated to tender, execute or continue a Service Agreement for firm service at any rate less than the applicable maximum rate.

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GENERAL TERMS AND CONDITIONS (Continued)

7.4 Once a Service Agreement for firm Transportation is executed, the economic value of the Service Agreement shall be determined in accordance with Section 7.1(b). During the term of the Service Agreement any change Shipper may make in the terms of the Service Agreement shall not reduce such economic value of the Service Agreement to Kansas Pipeline without Kansas Pipeline's written consent.

7.5 Elimination of Inactive Interruptible Service Agreements

Kansas Pipeline may terminate Shippers Service Agreements under Rate Schedules IT upon sixty (60) days prior written notice to Shippers who have not submitted nominations to transport Gas under such Service Agreements within the immediately preceding twelve (12) Months.

8. NOMINATION AND SCHEDULING OF SERVICE

8.1(a) If Shipper or Shipper's Agent desires the Transportation of Gas on any Day under Kansas Pipeline's firm or interruptible Rate Schedules, Shipper or Shipper's Agent shall furnish to Kansas Pipeline nominations indicating Quantities of Gas to be received and delivered by Kansas Pipeline, by individual Point of Receipt and individual Point of Delivery, as required below. Such nominations shall reflect the firm Quantities of Gas for each Point of Receipt and each Point of Delivery. Such nominations also shall be in balance. Nominations for Point(s) of Receipt shall include applicable Fuel Reimbursement Quantities. For nomination purposes, fuel calculations will be rounded to the nearest Dt. Overrun quantities will be requested on a separate nomination.

(b) If, at any time Shipper's or Shipper's Agent's receipt nominations and Shipper's receipt actuals or delivery nominations and Shipper's delivery actuals for any contract are out of balance by the greater of 1,000 Dt. or 5% of the nomination or if the difference between actual receipts and actual deliveries is greater than 5% of the delivery nominations, Kansas Pipeline shall be entitled, upon notice to Shipper, to adjust Shipper's or Shipper's Agent's nominations to

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bring them into balance. If actual receipts or deliveries are reduced by a meter operator, Kansas Pipeline shall be entitled, upon notice to Shipper or Shipper's Agent, to adjust Shipper's nominations for the affected contracts to bring them into balance. Kansas Pipeline's entitlement to adjust Shipper's or Shipper's Agent's nominations shall not relieve Shipper of the obligation to pay any balancing, scheduling or any other penalties provided for in these General Terms and Conditions.

- (c) Kansas Pipeline and Shipper or Shipper's Agent shall notify each other from time to time as necessary of expected changes in the rates of delivery or receipt of gas, or other operating conditions and the reason for such expected changes, to the end that the other party may be prepared to properly react to such changes when they occur.

8.2 Kansas Pipeline supports a seven (7) days-a-week, twenty-four (24) hours-a-day nomination process. It is recognized that the success of a seven (7) days-a-week, twenty-four (24) hours-a-day nomination process is dependent on the availability of affected parties' scheduling personnel on a similar basis. Party contacts need not be at their ordinary work sites but should be available by telephone or beeper. Service shall be provided as follows:

- (a) Timely Nomination - central clock time on the day prior prior to flow

- 11:30 a.m. Nominations leave control of the shipper.
- 11:45 a.m. Receipt of nominations by Kansas Pipeline.
- 12:00 p.m. Quick response provided by Kansas Pipeline
- 3:30 p.m. Receipt of completed confirmations by Kansas Pipeline from upstream and downstream connected parties
- 4:30 p.m. Receipt of scheduled quantities by Shipper and point operator

- (b) Evening Nomination - central clock time on the day prior prior to flow

- 6:00 p.m. Nominations leave control of the shipper.
- 6:15 p.m. Receipt of nominations by Kansas Pipeline.
- 6:30 p.m. Quick response provided by Kansas Pipeline
- 9:00 p.m. Receipt of completed confirmations by Kansas Pipeline from upstream and downstream connected parties
- 10:00 p.m. Receipt of scheduled quantities by Shipper and point operator and receipt of changes to scheduled quantities by bumped parties

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**Sheet No. 222** Sheet No. 222 :    Effective

Sheet No. 222 is reserved for future use.

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Superseding: Sub First Revised Sheet No. 223

GENERAL TERMS AND CONDITIONS (Continued)

- 8.3 Shippers shall cause the Operator of each Point of Receipt and each Point of Delivery designated in any nomination pursuant to the GISB standards as referenced on Tariff Sheet No. 289 to confirm all such nominations or changes to nominations to Kansas Pipeline in writing, by facsimile transmission or via the IEC as provided for in this Section 8, prior to implementation by Kansas Pipeline.
- 8.4(a) Kansas Pipeline will accept one pre-determined allocation (PDA) methodology per allocation period. The upstream or downstream party providing the point confirmation will submit the PDA to the allocating party after or during the confirmation and before the start of the gas day. The types of Allocation Methodologies is a list from which two (2) parties may agree. If the two (2) parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations should be used as the default method. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation.
- (b) Changes to the daily allocation methodology may be made during the Month. Such changes must be submitted one Day in advance of the effective date and shall be effective prospectively. No retroactive reallocations of any transactions shall be permitted.

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GENERAL TERMS AND CONDITIONS (Continued)

- (c) If the daily allocation methodology at a Point of Delivery identifies a Service Agreement, other than the meter holder's Service Agreement to be allocated the last Quantities through the meter, the Shipper whose Service Agreement has been identified must agree to the allocation methodology before it may become effective.
- (d) The time limitation for disputes of allocations should be six (6) months from the date of the initial month-end allocation, with a three-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

8.5 Shipper may change the person(s) designated in the service rights request form to provide the nomination information set forth in this section to Kansas Pipeline. Such change shall be effective immediately upon receipt by Kansas Pipeline of Shipper's written notification. If Shipper designates an Agent to provide this information, Kansas Pipeline shall be entitled to rely on the nominations provided by Shipper or Agent until such nominations are changed in accordance with this Section 8.

8.6 Shipper shall comply with reasonable requests by Kansas Pipeline for additional information which Kansas Pipeline believes is necessary to perform service hereunder or to comply with the valid reporting or other requirements of the Commission or other regulatory agencies having jurisdiction.

8.7 Quantities of Gas nominated for Transportation by Shippers pursuant to the GISB standards as referenced on Tariff Sheet No. 289 shall be scheduled by Kansas Pipeline for receipt and delivery in the following order:

(a) Scheduling of Receipts

- (1) Firm service from primary Point(s) of Receipt, adjusted for Fuel Reimbursement.
- (2) Firm service from secondary Point(s) of Receipt, adjusted for Fuel Reimbursement. Within this category Quantities of Gas will be scheduled pro rata.

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GENERAL TERMS AND CONDITIONS (Continued)

- (3) Interruptible service from Point(s) of Receipt, adjusted for Fuel Reimbursement, beginning with interruptible service charged the applicable maximum rate, followed by interruptible service charged a rate less than the applicable maximum rate in sequence starting with the rate most proximate to the maximum rate (expressed as a percentage of the maximum rate). Within each category of interruptible service, service shall be scheduled in sequence starting with the service with the earliest request date.
  - (4) Within each service category provided in (1) through (3) above, any shipper may provide a ranking of individual points of receipt within a Shipper's service agreement in the event the entirety of the Shipper nominations cannot be scheduled.
- (b) Scheduling of Deliveries
- (1) Firm service to primary Point(s) of Delivery.
  - (2) Firm service to secondary Point(s) of Delivery. Within this category, Quantities of Gas will be scheduled pro rata.
  - (3) Interruptible service to Point(s) of Delivery beginning with interruptible service charged the applicable maximum rate, followed by interruptible service charged a rate less than the applicable maximum rate in sequence starting with the rate most proximate to the maximum rate (expressed as a percentage of the maximum rate). Within each category of interruptible service, service shall be scheduled in sequence starting with the service with the earliest request date.
- (c) If Kansas Pipeline is unable to schedule all Quantities nominated, Kansas Pipeline will schedule Gas through the point of constraint in accordance with the location of the point of constraint.
- (d) All nominations received after the nomination deadlines will be scheduled after the nominations received before the nomination deadline.

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GENERAL TERMS AND CONDITIONS (Continued)

- (e) At all receipt and delivery points, unconfirmed nominations will be scheduled at the lesser volume of the new nomination or the previously scheduled volume.

8.8 Section 9.7 describes scheduling provisions during curtailment.

9. CURTAILMENT AND INTERRUPTION

- 9.1 Kansas Pipeline shall have the unqualified right to interrupt Transportation Services at any time under Kansas Pipeline's Interruptible Rate Schedule to provide service under Kansas Pipeline's firm Rate Schedules. Interruptible services shall be interrupted in sequence, starting with interruptible service charged the rate least proximate to the applicable maximum rate. Within each rate category of interruptible service, service shall be interrupted in sequence, starting with the service most recently requested and, if necessary, pro-rata by request date.
- 9.2 Kansas Pipeline shall have the right to curtail or discontinue Transportation Services, in whole or in part on all or a portion of its system at any time for reasons of Force Majeure or when in Kansas Pipeline's sole judgment, capacity or operating conditions so require or it is necessary to make modifications, repairs or operating changes to its system. Kansas Pipeline shall provide Shipper such notice of the curtailment as is reasonable under the circumstances.
- 9.3 In the event of curtailment pursuant to Section 9.2 above, Transportation Services shall be curtailed in the reverse order in which such service was scheduled in accordance with Section 8.8 of these General Terms and Conditions. Interruptible Services having an equal economic value shall be curtailed on a prorata basis.

Following the interruption of all interruptible services, firm services shall be curtailed in the following order:

For any condition requiring curtailment or interruption, firm service shall be curtailed, starting with (i) firm service utilizing a secondary point of Delivery, then



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(ii) firm service utilizing a primary point of Delivery. Within each of these categories, service shall be curtailed prorata.

9.4 When in Kansas Pipeline's judgment Kansas Pipeline will be unable to satisfy all scheduled deliveries on a portion of its system due to the failure of Shippers to deliver or cause to be delivered scheduled receipts, Kansas Pipeline may reduce, in whole or in part, deliveries to such Shippers with receipts scheduled on that portion of Kansas Pipeline's system showing deficient receipts, in the order specified in Section 9.3 hereof, subject to the following conditions:

- (a) Notice, pursuant to Section 9.6 hereof, shall be given to the affected Shippers that deliveries must be reduced within a time that is reasonable under the then existing conditions.
- (b) Shippers who are able to confirm their receipts to Kansas Pipeline within the time set out in such notice shall be permitted to maintain their service. Confirmation shall mean that Kansas Pipeline is able, in good faith, to determine that the Shipper's Natural Gas is being received.
- (c) If Shipper is unable to provide confirmation within the time set out in the notice, deliveries to Shipper shall be resumed when such confirmation is provided or when the curtailment ceases.

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GENERAL TERMS AND CONDITIONS (Continued)

9.5 Curtailment Compliance

- (a) Without regard to any other remedy provided by law or by the provisions hereof, Kansas Pipeline shall be entitled to seek an order from the Commission or any other appropriate tribunal requiring compliance with curtailment or interruption ordered by Kansas Pipeline in compliance with this Section 9 or any directive from any governmental authority having jurisdiction in the premises.
- (b) All volumes received and/or taken in violation of Kansas Pipeline's curtailment or interruption orders, which deviates from the quantities set by Kansas Pipeline in the notice of curtailment by more than three percent (3%) on any day, shall constitute unauthorized receipts or deliveries of Gas for which a charge of:
  - (1) the greater of \$5 or two times the daily spot price, as defined in Section 1.6, for each Dt which exceeds authorized delivery levels by more than 3% through 10%
  - (2) the greater of \$10 or three times the daily spot price, as defined in Section 1.6, for each Dt which exceeds authorized delivery levels by more than 10% through 15%
  - (3) the greater of \$15 or four times the daily spot price, as defined in Section 1.6, for each Dt which exceeds authorized delivery levels by more than 15% shall be assessed in addition to any other applicable rate, charge or penalty. Such charge shall be applicable to all such unauthorized receipts and deliveries following notification of curtailment or interruption pursuant to Section 9.6, below, which may be given by telephone, confirmed by facsimile transmission or any other reasonable means.

9.6 Situation Reports, Notices and Indemnification

- (a) Kansas Pipeline shall provide Shipper with notice of curtailment or interruption at a time and in a manner that is reasonable under then existing conditions, and

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shall in any event confirm in writing or by facsimile transmission the notice given if originally provided telephonically.

- (b) Shipper shall have the responsibility to inform its end users, suppliers, other transporters and all others involved in the transaction, as to any curtailment or interruption.
- (c) Shipper shall indemnify Kansas Pipeline against and hold Kansas Pipeline harmless from any and all damages, claims, suits, actions or proceedings whatsoever threatened or initiated as a result of any curtailment or interruption invoked by Kansas Pipeline ; which shall include any curtailment or interruptions described in any part of this Section 9. Shipper shall not be required to indemnify Kansas Pipeline as stated above to the extent that the curtailment or interruption is a result of Kansas Pipeline's negligence, bad faith or willful misconduct.

9.7 Scheduling During Curtailment

Nominations submitted to Kansas Pipeline during a Curtailment will be accepted pursuant to Section 8.2 herein.

9.8 Reservation Charge Crediting

Any FT Shipper whose service is curtailed pursuant to Sections 9.2 and Section 12.12 hereof shall be

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entitled to a credit against its otherwise applicable reservation charge. Such credit shall be equal to the product of the daily equivalent of the reservation charge and the volume of gas each day that Shipper scheduled and Kansas Pipeline confirmed but could not deliver by virtue of such reduction from a nominated, scheduled and confirmed level of service.

10. POINTS OF RECEIPT

- 10.1 Shipper may designate any Point of Receipt for Gas to be transported under a firm Rate Schedule. Each Point of Receipt shall be identified in the Service Agreement as either a primary or secondary firm Point of Receipt. The sum of the Quantities of Gas from all primary firm Points of Receipt, adjusted for Fuel Reimbursement, specified in the Service Agreement may not exceed the firm Maximum Daily Contract Quantity stated in the Service Agreement. Unless the Shipper specifies otherwise, the Quantity of Gas assigned to each secondary firm Point of Receipt the Shipper designates in a rate zone shall equal the sum of the Quantities of Gas assigned to the primary firm Points of Receipt in the same rate zone.
- 10.2 A Shipper may nominate, subject to the provisions of Sections 4, 8, 9 and 12 herein, Quantities of Gas to be transported under a firm Rate Schedule from any Point of Receipt identified in the Service Agreement up to the Quantity of Gas assigned to such Point of Receipt in the Service Agreement.
- 10.3 If the Shipper's Service Agreement has not been assigned pursuant to Section 14 of these General Terms and Conditions, the sum of the Quantities of Gas nominated by the Shipper from any secondary firm Point(s) of Receipt, together with the sum of the Quantities of Gas nominated from a primary firm Point(s) of Receipt, adjusted for Fuel Reimbursement, shall not exceed the Maximum Daily Contract Quantity specified in the Shipper's Service Agreement; provided, however, if the Shipper utilizes two (2) or more discrete Kansas Pipeline segments, the sum of the Quantities of Gas nominated by the Shipper from all Point(s) of Receipt

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may exceed the Maximum Daily Contract Quantity specified in the Service Agreement so long as the Quantities nominated for transportation in a Kansas Pipeline segment do not exceed the Maximum Daily Contract Quantity applicable to such segment.

- (b) If the Shipper's Service Agreement has been assigned in part to a Replacement Shipper pursuant to Section 14 of these General Terms and Conditions:
  - (i) the sum of the Quantities of Gas nominated by the Replacement Shipper from any secondary firm Point(s) of Receipt, together with the sum of the Quantities of Gas nominated from primary firm Point(s) of Receipt, adjusted for Fuel Reimbursement, shall not exceed the Maximum Daily Contract Quantity in the Replacement Shipper's, Service Agreement; provided, however, if the Replacement Shipper utilizes two (2) or more discrete Kansas Pipeline segments, the sum of the Quantities of Gas nominated by the Replacement Shipper from all Point(s) of Receipt may exceed the Maximum Daily Contract Quantity specified in the Service Agreement so long as the Quantities nominated for transportation in a Kansas Pipeline segment do not exceed the Maximum Daily Contract Quantity applicable to such segment; and
  - (ii) the sum of the Quantities of Gas nominated by the Releasing Shipper from any secondary firm Point(s) of Receipt, together with the sum of the Quantities of Gas nominated from primary firm Point(s) of Receipt, adjusted for Fuel Reimbursement, shall not exceed the unassigned Maximum Daily Contract Quantity in the Releasing Shipper's Service Agreement; provided, however, that where a Releasing Shipper releases a segment or segments of its service rights, the Releasing Shipper may nominate for Transportation on any Day, up to the unassigned Maximum Daily Contract Quantity in its Service Agreement applicable to any segment wherein it has retained service rights.

GENERAL TERMS AND CONDITIONS (Continued)

- (c) If the Shipper's Service Agreement has been assigned entirely to a Replacement Shipper pursuant to Section 14 of these General Terms and Conditions, the Replacement Shipper may nominate Quantities at Point(s) of Receipt to the same extent the Releasing Shipper could have if the Service Agreement had not been assigned.
  - (d) If a Shipper nominates Quantities of Gas for transportation from a secondary firm Point(s) of Receipt, Shipper shall retain its priority at the primary Point(s) of Receipt designated in the Service Agreement and may nominate from the primary firm Point(s) of Receipt at any time, subject to the Provisions of Sections 8 and 9 of these General Terms and Conditions.
- 10.3(a) The reservation component under any Rate Schedule shall be computed using the Quantities of Gas assigned to the primary firm Point(s) of Receipt in the Service Agreement except as provided in Sections 10.3(b). Subject to the provisions of Section 10.5 hereof, the reservation components shall be prorated to adjust for changes during the Month for the Point(s) of Receipt designated in the Service Agreement or the Quantities assigned thereto.
- (b) The Quantities of Gas assigned to a secondary firm Point(s) of Receipt shall serve to increase the reservation components to reflect the additional rate zones associated with such Quantities if: (1) the Quantity assigned to a secondary firm Point(s) of Receipt located in a downstream Zone exceeds the Maximum Daily Contract Quantity assigned to all primary firm Points of Receipt located and upstream thereof; or (2) the Quantity assigned to a secondary firm Point(s) of Receipt in a Zone exceeds the Maximum Daily Contract Quantity assigned to all primary firm Points of Receipt located in the same Zone and upstream thereof.
- 10.4 (a) Subject to Section 7.4 and the availability of capacity, Shipper may submit a request to change any firm primary Point of Receipt or to modify the Quantity of Gas assigned to any firm primary Point

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of Receipt upon 15 Days prior written notice to Kansas Pipeline. Such request may be submitted once in any Fifteen (15) Day period.

- (b) A Shipper may submit a request to change any secondary firm Point of Receipt or to modify the Quantity of Gas assigned to any secondary firm Point of Receipt at any time. Kansas Pipeline shall tender a revised contract within one (1) Business Day of receipt of such request.

- 10.5 Upon agreement by operator and Kansas Pipeline, multiple measuring stations belonging to a single operator may constitute a single Point of Receipt.

11. POINTS OF DELIVERY

- 11.1 A Point of Delivery shall be equipped with a Control Device(s) (pressure and/or flow) if service at the Point of Delivery is provided under any Firm Rate Schedule.
- 11.2 A Shipper may designate any Point of Delivery for Gas to be delivered under a particular Transportation Rate Schedule. Each Point of Delivery for firm service shall be identified in the Service Agreement as either primary firm Point(s) of Delivery or secondary firm Point(s) of Delivery. The sum of the Quantities of Gas of all primary firm Point(s) of Delivery specified in the Transportation Agreement may not exceed the firm Maximum Daily Contract Quantity stated in the Transportation Agreement. Unless the Shipper specifies otherwise, the Quantity of Gas assigned to each secondary firm Point of Delivery the Shipper designates in a rate zone shall equal the sum of the Quantities of Gas assigned to the primary firm Points of Delivery in the same rate zone and downstream thereof.
- 11.3 Subject to the conditions of the Rate Schedule under which Shipper is receiving service, Shipper may have multiple primary and secondary Points of Delivery.
- 11.4 Upon agreement by operator and Kansas Pipeline, multiple measuring stations belonging to a single operator may constitute a single Point of Delivery.

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GENERAL TERMS AND CONDITIONS (Continued)

11.5 Subject to the conditions of the Rate Schedule under which Shipper is receiving service and the provisions of Sections 4, 8, 9, 10 and 12 herein, Shipper may nominate Quantities of Gas to be delivered to any Point of Delivery identified in the Service Agreement, up to the Quantity of Gas assigned to such Point of Delivery in the Service Agreement.

- (a) If the Shipper's Service Agreement has not been assigned in whole or in part pursuant to Section 14 of these General Terms and Conditions, the sum of the Quantities of Gas nominated by the Shipper to any secondary firm Point(s) of Delivery, together with the sum of the Quantities of Gas nominated to a primary firm Point(s) of Delivery shall not exceed the Maximum Daily Contract Quantity specified in the Shipper's Service Agreement; provided, however, if the Shipper utilizes two (2) or more discrete pipeline segments, the sum of the Quantities of Gas nominated by the Shipper to all Point(s) of Delivery may exceed the Maximum Daily Contract Quantity specified in the Service Agreement so long as the Quantities nominated for transportation in a pipeline segment do not exceed the Maximum Daily Contract Quantity applicable to such segment.
- (b) If the Shipper's Service Agreement has been assigned in part pursuant to Section 14 of these General Terms and Conditions:
  - (i) the sum of the Quantities of Gas nominated by the Replacement Shipper to any secondary firm Point(s) of Delivery, together with the sum of the Quantities of Gas nominated to primary firm Point(s) of Delivery, shall not exceed the Maximum Daily Contract Quantity in the Replacement Shipper's Service Agreement; provided, however, if the Replacement Shipper utilizes two (2) or more discrete Kansas Pipeline segments, the sum of the Quantities of Gas nominated by the Replacement Shipper to all Point(s) of Delivery may exceed the Maximum Daily Contract Quantity specified in the Service Agreement so long as the Quantities



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GENERAL TERMS AND CONDITIONS (Continued)

nominated for transportation in a Kansas Pipeline segment do not exceed the Maximum Daily Contract Quantity applicable to such segment; and

- (ii) the sum of the Quantities of Gas nominated by the Releasing Shipper to any secondary firm Point(s) of Delivery, together with the sum of the Quantities of Gas nominated to primary firm Point(s) of Delivery, shall not exceed the unassigned Maximum Daily Contract Quantity in the Releasing Shipper's Service Agreement; provided, however, that where a Releasing Shipper releases a segment or segments of its service rights, the Releasing Shipper may nominate for Transportation on any Day, up to the unassigned Maximum Daily Contract Quantity in its Service Agreement applicable to any segment wherein it has retained service rights.
  - (c) If the Shipper's Service Agreement has been assigned entirely or in part to a Replacement Shipper pursuant to Section 14 of these General Terms and Conditions, the Replacement Shipper may nominate Quantities at Point(s) of Delivery to the same extent the Releasing Shipper could have if the Service Agreement had not been assigned.
  - (d) If a Shipper nominates Quantities of Gas for Transportation to a secondary firm Point(s) of Delivery, Shipper shall retain its priority at the primary firm Point(s) of Delivery designated in the Transportation Agreement and may nominate from the primary firm Point(s) of Delivery, subject to the provisions of Sections 8 and 9 of these General Terms and Conditions.
- 11.6(a) The reservation components applicable to Shippers under any firm Rate Schedule shall be computed using the Quantities of Gas assigned to the primary firm Point(s) of Delivery in the Service Agreement except as provided in Section 11.6(b). Subject to the provisions of Section 11.7 hereof, the reservation components shall be prorated to adjust for

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GENERAL TERMS AND CONDITIONS (Continued)

changes during the Month in the Point(s) of Delivery designated in the Service Agreement or the Quantities assigned thereto.

- 11.7(a) Subject to the availability of capacity and the provisions of Section 7.4, Shipper may submit a request to change a primary firm Point of Delivery located at any point which is within the Kansas Pipeline segment between the Point(s) of Receipt and Point(s) of Delivery specified in the Service Agreement or to modify the Quantity of Gas at any primary firm Point of Delivery within the Maximum Daily Contract Quantity specified in the Service Agreement upon 15 Days prior written notice to Kansas Pipeline. Such a request may be submitted once in any Fifteen (15) Day period. A change in the primary firm Point(s) of Delivery or modification in the Quantity of Gas at the primary firm Point of Delivery pursuant to this Section shall not be made so as to reduce the reservation charges applicable under the Service Agreement. A Shipper may add a primary Point(s) of Delivery that is not between the Point(s) of Receipt and Point(s) of Delivery specified in the Service Agreement and may increase the Maximum Daily Contract Quantity at any primary Point of Delivery over and above the prevailing Quantities under the Service Agreement pursuant to Section 7.

- (b) A Shipper may submit a request to change any secondary

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GENERAL TERMS AND CONDITIONS (Continued)

firm Point(s) of Delivery or to modify the Quantity of Gas assigned to any secondary firm Point(s) of Delivery at any time. Kansas Pipeline shall tender a revised contract within one (1) Business Day of receipt of such request.

12. CONDITIONS OF RECEIPT AND DELIVERY AND BALANCING

Deliveries of Gas by Kansas Pipeline to, or for the account of, any Shipper are absolutely dependent upon confirmed receipts of Gas scheduled for delivery. Kansas Pipeline shall not, under any circumstances, be obligated to deliver any Quantities of Gas for which the Thermal Equivalent, adjusted for Fuel Reimbursement, has not been received by Kansas Pipeline for service under any Service Agreement.

12.1 Kansas Pipeline and Shipper, by mutual agreement, shall establish the date of commencement of receipt and delivery of Gas hereunder.

12.2 Shippers shall use their best efforts to receive and deliver Gas hereunder at uniform hourly rates of flow. If the Quantities of Gas received and delivered are not in balance on any particular Day such imbalance shall be corrected by Shipper as promptly as is reasonably consistent with operating conditions.

12.3 Unless otherwise agreed to in writing by Kansas Pipeline and Shipper, deliveries of Gas at a Point of Delivery shall be at such pressure as may exist in Kansas Pipeline's pipeline at such point from time to time.

12.4 Deliveries of Gas at the Point of Receipt shall be at a pressure sufficient to enter Kansas Pipeline's pipeline system at such point.

12.5 Shipper shall be responsible for upstream and downstream Transportation and Storage arrangements. To the extent Shipper's upstream or downstream transporters do not deliver or receive Gas for any reason, Kansas Pipeline shall not be obligated to receive or deliver Gas.

12.6 If a Shipper is unable to accept Quantities of Gas

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GENERAL TERMS AND CONDITIONS (Continued)

tendered at the Point(s) of Delivery on any Day, then Kansas Pipeline shall not be obligated to receive Gas at the Point(s) of Receipt on such Day.

- 12.7 Should Shipper be unable to provide Quantities of Gas scheduled at the Point(s) of Receipt on any Day, then Kansas Pipeline shall not be obligated to deliver Gas at the Point(s) of Delivery on such Day.
- 12.8 Kansas Pipeline shall have the unqualified right to commingle Gas transported hereunder with Gas from other sources, and to treat and handle all such Gas as its own. Unless Shipper or Shipper's designee elects to exercise its rights to process Gas for removal of moisture, helium, natural gasoline, butane, propane, or other liquefiabiles or inerts and has made arrangements for such processing at an existing point on Kansas Pipeline's system, Kansas Pipeline will have the unqualified right to process such gas for the purpose of removing such moisture, helium, natural gasoline, butane, propane, or other liquefiabiles or inerts, and the ownership of such moisture, helium, natural gasoline, butane, propane, or other liquefiabiles or inerts, shall be vested in Kansas Pipeline. Kansas Pipeline must be advised prior to January 1 and July 1 of each year by Shipper or Shipper's designee for the following six (6) months of Shipper's or Shipper's designee's exercise of their right to process Gas for removal of such moisture, helium, natural gasoline, butane, propane, or other liquefiabiles or inerts and of the arrangements made therefor. It is recognized that Gas delivered at a Point of Delivery may not be the same molecules as those received at any Point of Receipt, and that Kansas Pipeline's sole obligation is to deliver the Thermal Equivalent of Quantities of Gas received, adjusted for Fuel Reimbursement.
- 12.9 Shipper shall have the responsibility to maintain a concurrent balance between Quantities of Gas received, adjusted for appropriate Fuel Reimbursement, and Quantities of Gas delivered, based on the best information available to Shipper. Kansas Pipeline shall make available to Shipper information regarding daily

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GENERAL TERMS AND CONDITIONS (Continued)

receipts and daily deliveries based on the best operating information (hereinafter called Operating Data) available to Kansas Pipeline and shall make such information available to all parties to the transaction. Kansas Pipeline shall make Operating Data available on the IEC System, within one Business Day following the conclusion of the production Day for meters equipped with EGM or the availability of chart measurement for meters not so equipped.

#### 12.10 Allocation of Deliveries

Quantities of Gas delivered at any Point of Delivery on any Day shall be allocated pursuant to the allocation methodology as described of Section 8.5(a).

#### 12.11 Balancing Charges

It shall be the responsibility of the Shipper receiving any transportation service(s) from Kansas Pipeline, or any party using such services on behalf of the Shipper, to use all reasonable efforts to ensure that receipts and deliveries of gas are equal to the nominations scheduled by Kansas Pipeline.

If Shipper does not maintain a concurrent balance between Quantities of Gas received, adjusted for Fuel Reimbursement, and Quantities of Gas delivered, the following charges shall apply to imbalances in such Quantities.

##### (a) Monthly Balancing

For the purposes of this Section 12.11(a), Maximum Accumulated Imbalance Quantity (MAIQ) shall be established as the product of 1 times the Maximum Daily Contract Quantity (MDCQ) under a firm Transportation Agreement or 1,000 Dt., and 10% of the applicable month scheduled volumes or 1,000 Dt, whichever is greater.

Each Month, Kansas Pipeline shall determine for each Shipper receiving service under any firm or interruptible Rate Schedule the Shipper's imbalance based on the Quantities of Gas received and delivered in the prior Month's period.

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GENERAL TERMS AND CONDITIONS (Continued)

Provided that Shipper has not been notified by Kansas Pipeline that its imbalances are creating an operational problem on its system, and that the continuation of the imbalance is endangering service to other Shippers, the resulting excess receipts and deliveries shall be handled as follows:

(1) Excess Receipts

When actual receipts, adjusted for Fuel

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GENERAL TERMS AND CONDITIONS (Continued)

Reimbursement, exceed actual deliveries, the excess shall be applied to any prior accumulated imbalance due Kansas Pipeline first. If receipts still exceed deliveries, then an imbalance due Shipper shall be carried without charge, up to The MAIQ. Any imbalance, including that portion in excess of the MAIQ, may be resolved in accordance with the provisions set forth in Section 12.17.

- (i) Cash-out procedure: Any imbalance in excess of the MAIQ remaining after application of the imbalance resolution procedures set out in Section 12.17, shall be sold by Shipper to Kansas Pipeline according to the following schedule:

Percentage Imbalance Level in Excess of MAIQ	Applicable Mid Continent Spot Index
0% - 5%	1.0 x Lowest weekly Price
> 5% - 10%	.9 x Lowest weekly Price
>10% - 15%	.8 x Lowest weekly Price
>15% - 20%	.7 x Lowest weekly Price
>20%	.6 x Lowest weekly Price

The percentage imbalance level shall be calculated by dividing the imbalance in excess of MAIQ by the actual Quantity of Gas received during the Month in which the excess occurred, unless the percentage imbalance level would be lower if calculated using operating data provided pursuant to Section 12.9 of these General Terms and Conditions, in which case the percentage imbalance level shall be calculated using such operating data.

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GENERAL TERMS AND CONDITIONS (Continued)

(2) Excess Deliveries

When actual deliveries exceed actual receipts, adjusted for Fuel Reimbursement, the excess shall be applied to any prior accumulated imbalance due Shipper first. If deliveries still exceed receipts, then an imbalance due Kansas Pipeline shall be carried without charge up to the MAIQ. Any imbalance, including that portion in excess of the MAIQ, may be resolved in accordance with provisions set forth in Section 12.17.

- (i) Cash-out procedure: Any imbalance in excess of the MAIQ remaining after application of the imbalance resolution procedures set out in Section 12.17 shall be purchased by Shipper from Kansas Pipeline according to the following schedule:



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GENERAL TERMS AND CONDITIONS (Continued)		
Percentage	Applicable	Imbalance
Level	Mid-Continent	
	in Excess of MAIQ	Spot Index
0% - 5%		1.0 x Highest Weekly Price
> 5% - 10%		1.1 x Highest Weekly Price
>10% - 15%		1.2 x Highest Weekly Price
>15% - 20%		1.3 x Highest Weekly Price
>20%		1.4 x Highest Weekly Price

The percentage imbalance level shall be calculated by dividing the imbalance in excess of MAIQ by the actual Quantity of Gas delivered during the Month in which the excess occurred, unless the percentage imbalance level would be lower if calculated using operating data provided pursuant to Section 12.9 of these General Terms and Conditions, in which case the percentage imbalance level shall be calculated using such operating data.

- (3) During each twelve month period beginning on the effective date of this Section 12, Kansas Pipeline shall refund any net revenue (sales revenue less purchase cost) received from operation of paragraphs (a)(1) and (2) to all shippers on a pro-rata basis based on quantity delivered under rate schedules applicable to this Section 12 to each shipper during such twelve (12) month period. If Kansas Pipeline incurs a net cost during such twelve month period, the amount will be deferred and offset against revenue in the next twelve (12) month period. Carrying costs shall be calculated on the net balance each month (either net revenue or net cost) utilizing the rate set forth in Section 154.501 of the Commission's regulations.

(b) Mid-Continent Spot Price Calculation

For disposition of excess receipts and deliveries under Sections 12.11(a)(1) and (2) herein, the weekly Mid Continent Spot Index shall be the Kansas/Oklahoma Field Zone Price for Gas delivered to Panhandle Eastern Pipeline Company from the table "Spot Prices on

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Interstate Pipeline Systems" in NATURAL GAS WEEK Gas Price Report. If the reported price referenced above is not published for any week required, Kansas Pipeline shall determine the Mid Continent Spot Price using another publication that publishes the spot price for Gas delivered to Panhandle Eastern Pipe Line Company as described above. For purposes of calculating amounts due Shipper or Kansas Pipeline, the highest or lowest weekly price for the month in which the imbalance occurred shall be used.

(c) Reserved.

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GENERAL TERMS AND CONDITIONS (Continued)

(d) Reserved.

(e) Prior Month Adjustments

An allocation and/or meter adjustment becomes a Prior Month Adjustment (PMA) after the fifth (5th) business day following the business month. All PMA's will be adjusted back to the applicable production month. Measurement data corrections should be processed within six (6) months of the production month, with a three (3) month rebuttal period.

(f) Hourly Delivery Notification

If a Shipper under any Rate Schedule herein, is duly notified by Kansas Pipeline to limit hourly deliveries and continues to receive more Gas at the Point(s) of Delivery than the amount allowed, Shipper shall pay:

- (1) the greater of \$5 or two times the daily spot price as defined in Section 1.6) for each Dt which exceeds authorized delivery levels by more than 3% through 10%
- (2) the greater of \$10 or three times the daily spot price as defined in Section 1.6) for each Dt which exceeds authorized delivery levels by more than 10% through 15%
- (3) the greater of \$15 or four times the daily spot price as defined in Section 1.6 for each Dt which exceeds authorized delivery levels by more than 15% for the excess deliveries in addition to all other applicable charges.

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Sheet No. 244 is reserved for future use.

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GENERAL TERMS AND CONDITIONS (Continued)

#### 12.12 Operational Flow Orders

Kansas Pipeline may issue operational flow orders to Shippers under any firm or interruptible Rate Schedule as it deems necessary to protect the integrity of its system or any portion thereof. Kansas Pipeline's actions with respect to operational flow orders are to be reasonable, objective, and nondiscriminatory. No Shipper that is subject to an operational flow order shall be required to exceed its contractual rights or obligations under its agreement with Kansas Pipeline. Kansas Pipeline shall not be liable for any resulting damages, costs, or expenses incurred as a result of such flow order unless such damages, costs, or expenses result from the negligence or willful misconduct by Kansas Pipeline. The types of operational flow orders described below are illustrative and are not intended to be all-inclusive. If any Shipper does not follow the operational orders issued hereunder, such Shipper, in addition to all other remedies, shall be liable for any resulting damages, costs, or expenses and will indemnify Kansas Pipeline from any such damages, costs and Expenses to Kansas Pipeline or any other party.

Operational flow orders will be issued by 2:00 p.m. Central time. Nomination changes must be made by 8:00 a.m. on the gas day following issuance of the operational flow order. The operational flow order will be effective one gas day later (second gas day after issuance of OFO), unless otherwise provided in the order. Kansas Pipeline may make OFO's effective with a shorter notice if necessary to protect the integrity of its system.

Kansas Pipeline recognizes that the success of a seven (7) day a week, twenty-four (24) hour a day nomination process is dependent on the availability of Kansas Pipeline and Shipper's scheduling personnel on a similar basis. Kansas Pipeline and shipper contacts need not be at their ordinary work sites, but should be available by telephone or beeper. If Kansas Pipeline is unable to contact any Shipper because that Shipper's contact person(s) is unavailable, such Shipper shall be solely responsible for any consequences arising from such failure of communications.

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GENERAL TERMS AND CONDITIONS (Continued)

Operational flow orders shall be issued by telephone and facsimile transmission and shall also be posted on Kansas Pipeline's IEC. Notice of such operational flow order shall specify the nature of the problem sought to be addressed, the anticipated duration of the required compliance, and the parameters of such compliance. Kansas Pipeline will issue general, system-wide OFO's only after Kansas Pipeline determines that it is not possible for it to issue an OFO on a specific portion of the system.

12.12(a) Types of Operational Flow Orders

(1) System Maintenance

Kansas Pipeline may direct Shippers under any firm or interruptible Rate Schedule to increase or decrease receipts of flowing gas in specified line segments in order to accommodate required maintenance, either scheduled or unscheduled.

(2) Specific Line Segments

Kansas Pipeline may direct Shippers under any firm or interruptible Rate Schedules to increase or decrease receipts of flowing gas in order to maximize available compressor station horsepower on high demand days, maximize system capacity, maintain proper receipt distribution on its system, or mitigate high system pressures.

(3) Voluntary Arrangements

Kansas Pipeline may also activate any prearranged Voluntary arrangements under which gas is diverted from one Shipper to another.

Kansas Pipeline may direct shippers under any firm or interruptible Rate Schedules to increase receipts of flowing gas to maintain a system balance on Kansas Pipeline's system.

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GENERAL TERMS AND CONDITIONS (Continued)

Kansas Pipeline may issue any other operational flow order it deems necessary to protect the integrity of its system. On any occasion when Kansas Pipeline issues an operational flow order under this subsection, pursuant to Section 12.12 herein, Kansas Pipeline will post on the IEC System a detailed description of the situation which necessitated the issuance of that particular operational flow order.

12.12(b) The charge for variances beyond the tolerance levels as stated in the OFO shall be:

- (1) the greater of \$5 or two times the daily spot price as defined in Section 1.6 for each Dt which exceeds authorized delivery levels by more than 3% through 10%
- (2) the greater of \$10 or three times the daily spot price as defined in Section 1.6 for each Dt which exceeds authorized delivery levels by more than 10% through 15%
- (3) the greater of \$15 or four times the daily spot price as defined in Section 1.6 for each Dt which exceeds authorized delivery levels by more than 15%

In the event that Kansas Pipeline is unable to provide shippers twenty-four (24) hours notice of an OFO, Kansas Pipeline shall waive OFO penalties only on the first day of issuance of an OFO.

12.13 Extreme Condition

When Kansas Pipeline declares an extreme condition situation as to any portion of its system, the daily scheduling tolerance level for that portion of its system shall be reduced from 5% to 3% and the charge for variances beyond the reduced tolerance level shall be:

- (a) the greater of \$5 or two times the daily spot price as defined in Section 1.6 for each Dt which exceeds authorized delivery levels by more than 3% through 10%
- (b) the greater of \$10 or three times the daily spot price as defined in Section 1.6 for each Dt which exceeds authorized delivery levels by more than 10% through 15%

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GENERAL TERMS AND CONDITIONS (Continued)

- (c) the greater of \$15 or four times the daily spot price as defined in Section 1.6 for each Dt which exceeds authorized delivery levels by more than 15%

For purposes of this Section 12.13, an extreme condition situation exists on any portion of Kansas Pipeline's system when throughput approaches capacity, when weather conditions so require, or when operating pressures on the affected portion are significantly less than or greater than normal system operating pressures despite Kansas Pipeline's efforts to maintain normal pressures, and a further decline or increase in operating pressures would impair Kansas Pipeline's ability to receive or deliver Quantities of Gas in accordance with its service obligations. Kansas Pipeline may declare an extreme condition situation for the portion of its system affected by the extreme condition situation by notifying the meter operator(s) and Shipper(s) through the IEC System and by telephone and facsimile communication. Once declared, Kansas Pipeline will post notification of the extreme condition situation on the IEC System at the commencement of each Day until Kansas Pipeline notifies the meter operator(s) and the Shipper(s) through the IEC System and telephone and facsimile communication that the extreme condition situation has ended. When an extreme condition situation is declared to become effective at any time other than the commencement of any Day, Shippers will use their best efforts to bring deliveries to nominated levels as soon as possible but in no event later than two (2) hours, after which the increased Daily Scheduling Charge provided for in this Section 12.13 shall be applied to variances in excess of the 3% tolerance level.

- 12.14 Upon termination of firm or interruptible Transportation Service, Shipper shall reduce to zero any remaining imbalance within Sixty (60) Days of the date that Kansas Pipeline notifies Shipper of such imbalance. Such reduction may be accomplished by assigning the imbalance within MAIQ to another firm or interruptible Service Agreement as long as such assignment will not result in an imbalance in excess of MAIQ on the Service Agreement to which the imbalance is assigned. If Shipper does not reduce the



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GENERAL TERMS AND CONDITIONS (Continued)

remaining imbalance to zero within such period, Kansas Pipeline shall retain those quantities it owes Shipper free and clear of any adverse claims and shall charge Shipper and Shipper shall be obligated to pay for those quantities Shipper owes Kansas Pipeline at a rate equal to 1.5 times the Mid Continent Spot Price as defined in Section 12.11(b) for the Month in which the Service Agreement terminated.

12.15 Reserved.

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GENERAL TERMS AND CONDITIONS (Continued)

#### 12.16 Unauthorized Overrun Receipts

Kansas Pipeline shall notify Shipper of excess receipts in order to permit Shipper to reduce receipt quantities. If the excess receipts continue and such receipts jeopardize The safety of the Kansas Pipeline system or Kansas Pipeline's ability to serve other Shippers, Kansas Pipeline shall be entitled to refuse to accept such excess receipts. If, despite such refusal the excess receipts continue all further excess receipts as to which notice has been given shall be treated as excess receipts under Section 12.11(a) with a percentage imbalance level greater than 20%.

#### 12.17 Imbalance Trading and Netting Procedures

To the extent that a Shipper has not been notified by Kansas Pipeline that its imbalances are creating an operational problem on its system, and that the continuation of such imbalance is endangering service to other Shippers, Kansas Pipeline shall notify and post in accordance with the provisions set forth in this section, the total imbalance quantity including the portion thereof that is equal to or greater than the MAIQ for netting and/or trading. Shipper shall have until the end of the period specified in this section to eliminate its imbalance with no further penalty. If Shipper does not eliminate such imbalance by the end of such period, or has been notified by Pipeline that its imbalance is creating an operation problem, such imbalance shall be Cashed-out pursuant to the provisions set forth in Sections 12.11(a) (1) (i) and 12.11(a) (2) (i) hereof.

- (i) On or before the ninth (9th) business day of each month, Kansas Pipeline shall send Shipper a statement detailing the unresolved imbalance volume for the previous month within each Service Agreement. Shippers may correct monthly imbalances, until the close of business on the seventeenth (17) business day of each month, by trading imbalances with other Shippers, or by netting imbalances created under its own transportation contracts.

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GENERAL TERMS AND CONDITIONS (Continued)

- (ii) Shippers shall use certain forms as prescribed by Kansas Pipeline, to notify Kansas Pipeline as to how its monthly imbalances will be resolved for the preceding calendar month. These forms are located on Kansas Pipeline's Internet website under "Informational Posting," and are listed as Imbalance Trading and Netting Forms. Such notification from Shipper (the initiating trader) shall be considered by Kansas Pipeline as its authorization to proceed as indicated on the submitted form. Shippers can access the forms by downloading such forms from Kansas Pipeline's website or by printing the forms directly from the Internet browser.
- (iii) In order for Shippers to post imbalances to Kansas Pipeline's Internet website, they must complete and submit to Kansas Pipeline, the Monthly Imbalance Trading and Netting Form No 1., as specified by Kansas Pipeline on such form. Kansas Pipeline must receive such completed form by 11:45 a.m. Central Clock Time ("CCT") in order for imbalances to be posted by 8:00 a.m. CCT the next business day. Upon receipt of such form, Kansas Pipeline shall post Shipper's imbalances to its Internet website, to allow Shipper to trade the specific quantity with other Shippers. Any imbalances previously authorized shall be posted to the Kansas Pipeline's Internet website on or before the ninth (9th) business day of the month. Shippers shall have the ability to view, and download such postings. Kansas Pipeline shall not be required to post zero (0) imbalances.

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**Original Sheet No. 250B** Original Sheet No. 250B : Effective

GENERAL TERMS AND CONDITIONS (Continued)

- (iv) In order for Shippers to trade and/or net their imbalances, they must complete and submit to Kansas Pipeline the appropriate Monthly Imbalance Netting and Trading Forms, as specified by Kansas Pipeline on such forms. Form No. 2 shall be used by the Shipper (the initiating trader), for transactions relative to netting imbalances across its own transportation contract. Form No. 3 shall be used by the Shipper (the initiating trader), for transactions relative to trading imbalances with other Shippers (the confirming trader). Kansas Pipeline must receive such completed form prior to the seventeenth (17) business day of the month. In order for imbalances to be netted or traded, the imbalances must occur within the same production month and same Operational Impact Area for which the original imbalance occurred, and must not have an adverse impact upon Kansas Pipeline's system.
- (v) Shippers can withdraw its imbalance trades by using the Imbalance Trading and Netting Form No. 4, as long as this form is received by Kansas Pipeline prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by the Kansas Pipeline. After receipt of an Imbalance Trade Confirmation, Kansas Pipeline shall send the Imbalance Trade Notification to the initiating trader and the confirming trader no later than noon CCT the next business day.
- (vi) After the seventeenth (17) business day of the month Kansas Pipeline shall adjust the preceding month's imbalance to reflect the quantities traded and/or netted. No additional charges to the

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GENERAL TERMS AND CONDITIONS (Continued)

Shippers will be imposed for trading or netting of monthly imbalances under this section.

- (vii) To account for any imbalances remaining after imbalance trading and cash-out, where Kansas Pipeline associates such imbalances with a contract, Shipper and Kansas Pipeline shall agree to designated one of the Shipper's valid contracts in the Operational Impact Area where the original imbalance occurred, for such purpose.

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GENERAL TERMS AND CONDITIONS (Continued)

13. POLICY FOR CONSTRUCTION OF NEW RECEIPT OR DELIVERY  
FACILITIES

Shipper shall reimburse Kansas Pipeline or cause Kansas Pipeline to be reimbursed for any and all costs and expenses incurred in constructing, establishing or modifying the facilities required for receipt or delivery of Gas hereunder. In this regard, all new receipt and delivery meters shall require EGM and all new delivery meters shall require a Flow Control Device if required by the type of service requested.

14. PROCEDURES FOR ASSIGNMENT OF SERVICE RIGHTS

14.1 Service Rights That May Be Assigned

- (a) The Service Agreements of a Releasing Shipper with Service Agreements under any FT or FT-NN Rate Schedules may be assigned, in whole or in part, to a Replacement Shipper for any time period up to the remaining term of the Service Agreement.
- (b) A Releasing Shipper is a Shipper that has executed a Release Notice in accordance with Section 14.2.
- (c) A Replacement Shipper is a party that (1) meets the eligibility criteria for Shippers set forth in Section 6, including the credit standards set forth in Section 6.2, except that Kansas Pipeline shall not require the Replacement Shipper to make the prepayment required by Section 6.9, (2) accepts assignment of the Service Agreement of a Releasing Shipper pursuant to this Section 14, and, (3) executes a Service Agreement as prescribed by this Tariff.
- (d) A Replacement Shipper may assign its Service Agreement as a Releasing Shipper pursuant to this Section 14.

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**First Revised Sheet No. 252** First Revised Sheet No. 252 : Effective

Superseding: Original Sheet No. 252

GENERAL TERMS AND CONDITIONS (Continued)

#### 14.2 Initiation of the Assignment of Service Rights

- (a) A Releasing Shipper may initiate the assignment of its Service Agreement by posting a Release Notice in the form prescribed by this Tariff on the IEC System. A Releasing Shipper may withdraw its Release Notice at any time prior to the close of the posting period where unanticipated circumstances justify and no minimum bid has been made.
- (b) In the Release Notice the Releasing Shipper must specify the term, quantity and minimum rate, expressed in dollars and cents or percent of maximum rate, the Releasing Shipper is willing to accept and whether the assignment is subject to recall and the applicable recall conditions as well as reput methods and rights associated with returning the previously recalled capacity to the Replacement Shipper. The Releasing Shipper may specify further objective and nondiscriminatory conditions in its Release Notice, such as alternative economic criteria for evaluating bids which may include highest rate, net revenues or present value, whether volumetrically stated bids will be accepted, whether a volumetric commitment is required, alternative methods for breaking ties, whether contingent bids will be accepted and, if so, the method by which contingent bids will be evaluated and when the contingency must be removed, whether bids for a portion of the capacity offered will be accepted; provided, however, the Releasing Shipper may not specify conditions which are in conflict with the Service Agreement, the applicable Rate Schedule, or these General Terms and Conditions.
- (c) The Releasing Shipper may arrange for the assignment of its Service Agreement to a Designated Replacement Shipper prior to submitting its Release Notice to Kansas Pipeline. Such designated Replacement Shipper must be on the approved bidders list and shall acknowledge the release notice through the IEC system as a prerequisite to the posting of the release notice. However, the assignment will not become effective except as provided in this Section 14.

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GENERAL TERMS AND CONDITIONS (Continued)

#### 14.3 Posting

- (a) Shipper will post the information provided in each Release Notice on the IEC System. The posting will include the MDCQ available for assignment, the Points of Receipt and Delivery and the released quantity for each point, the term of the assignment, whether the assignment is firm or recallable and the recall conditions, if applicable, the minimum rate expressed in dollars and cents or percent of maximum rate that the Releasing Shipper will accept, and any other conditions.
- (b) The posting will commence upon receipt of the Release Notice. The Capacity Release Timeline is as follows:
  - (i) For short-term releases (less than 5 months):
    - Offers should be tendered by 1:00 p.m. on the day before the nominations for short-term releases (less than 5 months);
    - Open season ends no later than 2:00 p.m. on the day before nominations are due (evaluation period begins at 2:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken);
    - Evaluation period ends at 3:00 p.m.;
    - Match or award is communicated by 3:00 p.m.;
    - Match response by 4:00 p.m.;
    - Award posting by 5:00 p.m.;
    - Posting of pre-arranged deals not subject to bid by 9:00 a.m. the day of nominations;
    - Contract tendered with contract number by 10:00 a.m.; contract executed; nomination possible for next day gas flow (Central Clock Time).



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Superseding: Original Sheet No. 254

GENERAL TERMS AND CONDITIONS (Continued)

(ii) For longer term releases (5 months or more):

- Offers should be tendered by 1:00 p.m. four business days before award for long-term releases;
- Open season ends no later than 2:00 p.m. on the day before nominations are due (open season is 3 business days);
- Evaluation period begins at 2:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken;
- Evaluation period ends at 3:00 p.m.;
- Match or award is communicated by 3:00 p.m.;
- Match response by 4:00 p.m.;
- Award posting by 5:00 p.m.;
- Posting of pre-arranged deals not subject to bid by 9:00 a.m. the day of nominations;
- Contract tendered with contract number by 10:00 a.m.; contract executed; nomination possible for next day gas flow (Central Clock Time).

#### 14.4 Bidding For Assignments

Any party must bid on the IEC system to accept assignment of the Service Agreement under the conditions posted in conjunction with a Release Notice.

In order to submit a valid bid, any party, including a Designated Replacement Shipper, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of Section 6 of these General Terms and Conditions and must have executed a capacity release service agreement with Kansas Pipeline in the form as set forth in this tariff (Capacity Release Service Agreement). A party shall remain on the approved bidders list until such party notifies Kansas Pipeline to the contrary, no longer meets the credit qualifications in Section 6.2 of these General Terms and Conditions or is suspended from the approved bidders list in the event such party fails to pay part or all of the amount of any bill for service in accordance with Section 15 of these General Terms and Conditions.

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**First Revised Sheet No. 255** First Revised Sheet No. 255 : Effective

Superseding: Original Sheet No. 255

GENERAL TERMS AND CONDITIONS (Continued)

No bids will be accepted for Service Agreements where the Releasing Shipper notifies Kansas Pipeline in its Release Notice that it has arranged for the assignment of its Service Agreement to a Designated Replacement Shipper that is on the approved bidders list which has agreed to pay the applicable maximum rate for the service and which has agreed to all other conditions applicable to the assignment, or for assignments made to a Designated Replacement Shipper which has agreed to a term for the assignment of not more than thirty-one (31) Days. Such assignment for which no bids will be accepted may be submitted by electronic data interchange and shall be acknowledged by the designated Replacement Shipper and posted on the IEC system by 9:00 a.m. on the day of nomination. Bids to accept assignment of the Service Agreement must specifically identify any contingencies and may be made through the IEC System only. If the Releasing Shipper requires a prepayment deposit, the party Submitting the bid must concurrently submit the prepayment deposit through Electronic Funds Transfer to a designated bank account established by Kansas Pipeline.

The capacity release procedure is applicable to all parties included in the capacity release process; however it is only applicable if: 1) all information provided by the parties to the transaction is valid and, 2) there are no special terms or conditions of the release.

A party may submit only one bid at a time in response to a Release Notice. Once a party has submitted a bid, it may withdraw the bid through the IEC System at any time prior to the close of the posting period specified in Section 14.3(b) without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid. If a bid is not withdrawn prior to the close of the posting period, the bid shall be binding on the party submitting the bid, subject to the satisfaction of any contingencies the Releasing Shipper permits to be satisfied after the Close of the bidding period.

Bids to accept assignment will be posted on the System with any contingencies identified and with the bidder's identity deleted.

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Original Sheet No. 256 Original Sheet No. 256 : Effective

GENERAL TERMS AND CONDITIONS (continued)

14.5 Selection of Replacement Shipper

- (a) The Addendum to the Capacity Release Service Agreement will be provided within the time period specified in Section 14.3 to the Replacement Shipper whose bid provides the greatest economic value, as defined by the Releasing Shipper in accordance with Section 14.2(b) or, if the Releasing Shipper does not specify a method of determining economic value, the economic value will be determined by utilizing the present value, and whose bid meets all the conditions placed upon the assignment by the Releasing Shipper as provided for in Section 14.2(b), provided that if the Releasing Shipper has permitted contingent bids, the selection of a Replacement Shipper may be delayed in accordance with the contingencies permitted in the Release Notice. If the bids of two or more Replacement Shippers provide the same economic value and both meet all the conditions placed upon the assignment, Kansas Pipeline will tender the Addendum to the Capacity Release Service Agreement to the Replacement Shipper who submitted its bid first unless, in accordance with Section 14.2(b), the Releasing Shipper has specified an alternative method for breaking ties, in which event the method specified by the Releasing Shipper shall be used. If there are multiple bids meeting the minimum conditions, Kansas Pipeline shall rank the bids and award the bids, best bid first, until all offered capacity is awarded.
- (b) If the Releasing Shipper has notified Kansas Pipeline in the Release Notice that it has arranged a Designated Replacement Shipper who has agreed to pay less than the applicable maximum rate for the service, and no party submits a bid for the assignment providing greater economic value, Kansas Pipeline will provide the Addendum to the Capacity Release Service Agreement to the Designated Replacement Shipper for execution.
- (c) If the Releasing Shipper has notified Kansas Pipeline in the Release Notice that it has arranged a Designated Replacement Shipper who has agreed to pay less than the applicable maximum rate for the

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Superseding: Original Sheet No. 257

GENERAL TERMS AND CONDITIONS (continued)

service, the Designated Replacement Shipper may match the bid that has the greatest economic value within the time period specified in Section 14.3.

- (d) Kansas Pipeline shall post the winning bid and bidder on the IEC System for ninety (90) Days whether or not the bidder executes a Service Agreement.

#### 14.6 Rights and Obligations of Releasing Shipper

- (a) Except as provided in Section 14.6(f), the Releasing Shipper shall continue to be responsible to Kansas Pipeline For all reservation charges and reservation surcharges for Transportation service provided pursuant to the Shipper's applicable Service Agreement and all other charges and surcharges that would be charged to the Releasing Shipper if the Service Agreement had not been assigned. The Releasing Shipper will not be responsible for Commodity charges or volumetric surcharges which are applicable under Kansas Pipeline's Tariff to Quantities of Gas actually transported.
- (b) A credit will be included on each of the Releasing Shipper's monthly bills to reflect the reservation fee invoiced to Replacement Shippers less any negotiated marketing fee retained by Kansas Pipeline pursuant to Section 14.8. In the event of a release with a volumetrically stated rate, the rate shall be no greater than the 100% load factor equivalent of Kansas Pipeline's maximum reservation charge currently applicable to the service released and shall be credited to the Releasing Shipper's monthly bill for reservation charges applicable to such service.

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Original Sheet No. 258 Original Sheet No. 258 : Effective

GENERAL TERMS AND CONDITIONS (continued)

The payment of the reservation charge by the Replacement Shipper on a one-part volumetric basis shall not relieve Kansas Pipeline, the releasing Shipper or the Replacement Shipper from their obligations to conform to all of the terms and conditions of this Section 14.

- (c) When a Releasing Shipper assigns Transportation service rights under any Rate Schedule, the MAIQ under the Transportation Agreement will be reduced proportionately by the amount of MDCQ assigned. Any imbalance in excess of this reduced MAIQ must be reduced to the new tolerance level in the month following the completion of the assignment to avoid balancing charges pursuant to Section 12.11.
- (d) When a Releasing Shipper partially assigns its service rights under a Service Agreement by assigning service rights between specific Point(s) of Receipt and Delivery or by assigning only a portion of the Maximum Daily Contract Quantity, the Releasing Shipper's Service Agreement shall be deemed to be modified in accordance with the assignment and the Releasing Shipper may not utilize the service rights assigned during the term of the assignment.
- (e) If the Releasing Shipper's Service Agreement has been assigned to a Designated Replacement Shipper for a period of not more than thirty-one (31) Days, the Releasing Shipper may not assign the Service Agreement to the same Replacement Shipper for a term of not more than Thirty-one (31) Days until twenty-eight (28) Days after the termination of the assignment unless the Service Agreement is posted on the EBB System for bidding in accordance with this Section 14 or the Replacement Shipper has agreed to pay the applicable maximum rate for the service, is on the approved bidders list and all the other conditions applicable to the assignment.
- (f) If the Releasing Shipper's Service Agreement is assigned permanently for the remaining term of the agreement, subject to Kansas Pipeline's agreement,

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Superseding: Original Sheet No. 259

GENERAL TERMS AND CONDITIONS (continued)

the Releasing Shipper shall have no further responsibility or obligations under the Service Agreement.

- (g) If the Releasing Shipper has the right of recall and wishes to recall capacity to be effective for a day, the notice to the Replacement Shipper(s) or the Designated Replacement Shipper shall be provided no later than 8:00 a.m. Central Time on the day of nomination.

#### 14.7 Rights and Obligations of the Replacement Shipper

- (a) A Replacement Shipper shall have all the rights and obligations specified under the applicable Rate Schedule, Service Agreement, and General Terms and Conditions unless the conditions prescribed for the assignment require otherwise.
- (b) A Replacement Shipper may submit nominations pursuant to Section 8 of these General Terms and Conditions upon completion of the Addendum to the Capacity Release Service Agreement.
- (c) The Replacement Shipper will be responsible for any imbalance between receipts of Gas and deliveries of Gas, and for all costs and all rates, charges, penalties and fees for Transportation service provided under the Capacity Release Service Agreement.
- (d) Commodity charges and volumetric surcharges which are applicable under Kansas Pipeline's Tariff to Quantities of Gas actually transported shall be a separately stated charge on the Replacement Shipper's Monthly Bill and shall be at the maximum rate contained on the currently effective Tariff sheet unless Kansas Pipeline is permitted to and agrees to a lesser rate under its tariff.

#### 14.8 Marketing Fee

The Releasing Shipper and Kansas Pipeline may agree that, in return for Kansas Pipeline actively marketing the Releasing Shipper's Service Agreement, Kansas Pipeline will reduce the Releasing Shipper's invoice credit by a negotiated marketing fee.

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GENERAL TERMS AND CONDITIONS (continued)

#### 15. UPSTREAM SERVICE RIGHTS

This section sets forth the terms and conditions under which Kansas Pipeline will make available capacity retained under that certain Amended and Restated Agreement of Lease between KansOk Partnership and Transok, Inc. dated April 24, 1992, including all exhibits and amendments Thereto ("Transok Lease"). This provision is designed to Reflect the Commission's open access policies. This provision shall not apply to the extent the Transok Lease is assigned directly to any Shipper.

- 15.1 Shippers nominating gas for delivery under the Transok Lease shall be subject to all terms and conditions on the Lease and shall be responsible for all imbalances and for the payment of all penalties and charges incurred. Shipper shall pay Kansas Pipeline the actual transportation costs incurred by Kansas Pipeline under the terms of the Transok Lease to deliver gas from specific Receipt Point(s) nominated by such Shipper on Transok's system.

The rates for Zone 1, as reflected herein, include costs associated with the Transok Lease (Kansok Partnership, Docket No. PR94-3-000). The Lease's annual minimum cost is calculated and fixed on a monthly basis. Each month, the minimum cost is offset by the actual cost of gas transported under the Lease. Actual costs are calculated on a per dekatherm basis pursuant to rates set forth in the Lease by specific receipt point. Revenues in excess of the monthly minimum rate requirement are paid to Transok when actual transportation costs are greater than the required monthly minimum payment. Shipper shall reimburse Kansas Pipeline for actual costs incurred by the pipeline in excess of the costs reflected in the Zone 1 rate. The following example demonstrates the monthly calculation: Assuming (i) the annual minimum cost is one million dollars; and (ii) the firm transportation in Zone 1 is held by two firm shippers, one holding 51.23% of the firm capacity and one holding 48.77% of the firm capacity, the minimum monthly payments due Transok by Kansas Pipeline would be as follows:

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Original Sheet No. 260A Original Sheet No. 260A : Effective

GENERAL TERMS AND CONDITIONS (continued)			
Month	% of Annual Payment	51.23% Obligation	48.77% Obligation
Jan/Feb/Mar/Dec	10.50%	\$53,792	\$51,209
Apr	9.50%	\$48,669	\$46,552
May	8.00%	\$40,984	\$39,016
Jun/Jul/Aug/Sep	6.00%	\$30,738	\$29,262
Oct	6.50%	\$33,300	\$31,701
Nov	10.00%	\$51,230	\$48,700
		-----	-----
		\$512,300	\$487,700

The actual per dekatherm cost based on quantity of gas transported  
by receipt point is:

		For Deliveries to Primary Delivery Point	
Meter #	Meter	Line Quantities Up	Quantities in Excess of
000186	Chitwood	3 \$ 0.10	\$ 0.06
004121	Spring Valley	7 0.08	0.04
004411	Amoco Red Oak	23 0.10	0.05
004416	Amoco to Line 23	23 0.10	0.05
004420	Amoco Panola	23 0.10	0.05
004441	Enogex-McCurtain	R-900 0.10	0.05
004450	NorAm-Latimer (by	23 0.10	0.05
004542	TOK-West Caddo	14 0.10	0.06
010221	Enogex-Red Oak	23 0.10	0.05
010235	Williams-Perry	7 0.08	0.04
010379	Okarche	8 &/or 32 0.065	0.04
010385	TOK/Limestone	23 0.10	0.05
010394	Enogex-Panther Mt.	23 0.10	0.05
010399	NorAm-Ac (by	23 0.10	0.05
010634	TOL/Anadarko	25 0.10	0.06
010646	Ozark (by displacement)	23 0.10	0.05
010673	TOK/NAGS	17 0.10	0.06
010701	Cyril	14 0.10	0.06
010749	TOK/East Caddo	14 0.10	0.06
010854	Enogex Noble	1 0.10	0.06
011095	Kingfisher	32 0.08	0.04
011120	Chaney Dell	7 0.08	0.04
011185	Rodman	7 0.08	0.04



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**Second Revised Sheet No. 261** Second Revised Sheet No. 261 : Effective

Superseding: Sub First Revised Sheet No. 261

GENERAL TERMS AND CONDITIONS (continued)

- 15.2 Kansas Pipeline shall be entitled to recover all increases in the Transok minimum monthly lease payment established in Article 4.1 of the Transok Lease through a limited NGA Section 4 filing to Adjust the Zone 1 Reservation Charge under any firm Rate Schedule and the Zone 1 Usage Charge under Rate Schedule IT.
- 15.3 Shippers shall be required to furnish Gas retained by Transok from time to time as compressor fuel and lost and unaccounted for gas. Fuel percentages retained by Transok under the Transok Lease shall be posted for Informational purposes on Kansas Pipeline's IEC.

#### 16. STATEMENTS AND PAYMENTS

Billing under Rate Schedules: The imbalance statement shall be rendered prior to or with the invoice, and the transportation invoice shall be prepared on or before the 9th business day after the end of the production month. Rendered is defined as postmarked, or facsimile transmission and delivered to the designated site.

If Shipper's payment differs from the invoice, Shipper will provide remittance detail to Kansas Pipeline. Shipper will designate invoice numbers on all payments. Such charges may be based on estimated Quantities of Gas if actual Quantities of Gas are unavailable in time to prepare the billing. In that event, Kansas Pipeline shall provide, in the succeeding Month's billing, an adjustment based on any difference between actual Quantities of Gas and estimated Quantities of Gas. If Shipper has contracted for multiple services with Kansas Pipeline, then Shipper may receive a master bill which shall contain multiple charges for the multiple services and/or contracts for which Shipper has contracted.

Prior period adjustment time limits should be six (6) months from the date of the initial transportation invoice and seven (7) months from the date of initial sales invoice with a three (3) month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

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**Second Revised Sheet No. 262** Second Revised Sheet No. 262 : Effective  
Superseding: First Revised Sheet No. 262

GENERAL TERMS AND CONDITIONS (continued)

16.1 (a) Payment

Shipper shall pay Kansas Pipeline by Electronic Funds Transfer to a designated bank account established by Kansas Pipeline for billed amounts equal to or greater than \$100,000. For billed amounts less than \$100,000 Shipper shall pay Kansas Pipeline by check to Kansas Pipeline's designated Post Office Box or at Shipper's election by Electronic Funds Transfer to a designated bank account established by Kansas Pipeline. Payments shall be made by Shipper to Kansas Pipeline within Ten (10) Days from the date on which the bill is sent (Due Date) for all charges billed in accordance with the provisions of the applicable Rate Schedules. Payments made by Electronic Funds Transfer shall be considered to have been made on the date when such payment of good funds is received by Kansas Pipeline.

(b) Unpaid and Disputed Bills

(i) If invoice is in dispute, pay portion not in dispute and provide documentation identifying basis for the dispute. Should Shipper fail to pay part or all of the amount of any such bill, interest thereon shall accrue at an average prime interest rate computed in a manner consistent with Section 154.501(c)(2) (iii) of the Commission's Regulations, from the Due Date until date of receipt of payment by Kansas Pipeline. If such failure to pay continues Thirty (30) Days after payment is due, Kansas Pipeline, in addition to any other remedy it may have, may suspend further service to Shipper until such amount is paid after Kansas Pipeline provides Shipper with Twenty (20) Days prior written notice; provided, however, that if Shipper in good faith disputes in writing the amount of any such bill or parts thereof and pays to Kansas Pipeline such amounts as it concedes to be correct, and at any time thereafter within Thirty (30) Days of demand made by Kansas Pipeline shall furnish a good and sufficient surety bond

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GENERAL TERMS AND CONDITIONS (continued)  
guaranteeing payment to Kansas Pipeline of  
the amount ultimately found due upon such bills  
after a final determination, which may be reached  
either by agreement or judgment of the courts as  
may be the case, then Kansas Pipeline shall not  
be entitled to suspend further service unless and  
until default be made in the conditions of such  
bond. If resolution of the dispute is in favor of  
Shipper and the Shipper furnished a surety bond  
instead of paying the disputed amount, then Kansas  
Pipeline shall reimburse Shipper for the cost of  
securing that surety bond. No payment by Shipper  
of the amount of a disputed bill shall prejudice  
the right of Shipper to claim an adjustment of the  
disputed bill.

(ii)Reserved.

16.2 Reserved.

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Superseding: Original Sheet No. 264

GENERAL TERMS AND CONDITIONS (continued)

#### 16.3 Refunds

Refunds due Shipper pursuant to the terms of this tariff or orders of the Commission shall be paid by Electronic Funds Transfer to a bank account established by Shipper if:

- (a) Shipper has transmitted payment for services to Kansas Pipeline by Electronic Funds Transfer within the Twelve (12) Month period preceding the date of the refunds; and
- (b) Shipper has designated in writing a bank account for the receipt of Electronic Funds Transfers at least Thirty (30) Days prior to the date established for refunds; and
- (c) The amount of the refund, including interest, equals or exceeds \$100,000.

Refunds not paid by Electronic Funds Transfer shall be paid by check.

#### 17. PERIODIC RATE ADJUSTMENTS AND SURCHARGES

- 17.1 Periodically rates and charges under Kansas Pipeline's Tariff shall be adjusted to reflect changes in Kansas Pipeline's expenditures, an example of which is the Annual Charge Adjustment.

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GENERAL TERMS AND CONDITIONS (continued)

17.2 Annual Charge Adjustment Provision (ACA)

(a) Purpose

Annual charges are assessed to Kansas Pipeline by the Commission under Part 382 of the Commission's Regulations prior to each fiscal year in order to cover the cost of the operation of the FERC. For the purpose of recovering such charges assessed Kansas Pipeline by the Commission, this Section 17.2 establishes pursuant to Section 154.38(d)(6) of the Commission's Regulations an ACA Surcharge to be applicable to quantities transported under any firm or interruptible Kansas Pipeline Rate Schedules. This ACA Surcharge is in addition to any amounts otherwise payable to Kansas Pipeline under said Rate Schedules.

(b) Basis of the ACA Unit Charge Rate

The ACA Unit Charge Rate shall be that increment, adjusted to Kansas Pipeline's measurement base (Dekatherm) and pressure base, if required, which has been approved by valid Commission Orders approving an annual charge unit rate.

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Superseding: Original Sheet No. 266

GENERAL TERMS AND CONDITIONS (continued)

(c) Filing Procedure

The ACA Surcharge or any subsequent changes in such surcharge shall be filed by Kansas Pipeline at least thirty (30) Days prior to the proposed effective date unless for good cause shown a lesser notice period is allowed by valid Commission Orders or the establishment by the Commission of the annual charge unit rate for a particular fiscal year prohibits Kansas Pipeline from making a timely filing. The proposed effective date of filings pursuant to this subsection shall be the effective date prescribed by the Commission. Such filing shall become effective without suspension or refund obligation.

(d) Reserved.

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**Sub Original Sheet Nos. 267 Through 279** Sub Original Sheet Nos. 267 Through 279 : Effective  
Superseding: Original Sheet Nos. 267 Through 279

Sheet Nos. 267 through 279

Are Reserved for Future Use

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Original Sheet No. 268 Original Sheet No. 268 : Superseded

GENERAL TERMS AND CONDITIONS (continued)

change from time to time, and shall become a part of the stated rates for services provided under the applicable Rate Schedules.

Carrying Charges shall be calculated in accordance with Section 154.501 of the Commission's Regulations.

The provisions of this Section 16.3 shall be fully applicable to successor, replacement and new rate schedules.

(d) Filing Procedure For Initial GSR Cost Collection Period

- (1) Kansas Pipeline may make one or more limited NGA Section 4 rate filings to recover Gas Supply Realignment Costs from Shippers served under any Firm Rate Schedule. An Initial GSR Cost Collection Period shall apply to each rate filing Kansas Pipeline makes to recover Gas Supply Realignment Costs.
- (2) The GSR Cost Reservation Surcharge during the Initial GSR Cost Collection Period shall be designed to recover the applicable Gas Supply Realignment Costs over the three (3) year Initial GSR Cost Collection Period using the applicable firm service design determinants underlying Kansas Pipeline's then effective rates for service under any firm Rate Schedule.

The GSR Cost Reservation Surcharge shall be based on one third (1/3) of the applicable Gas Supply Realignment Costs to be recovered pursuant to this Section 16.3. Such Gas Supply Realignment Costs shall include carrying charges for the Initial GSR Cost Collection Period. The Gas Supply Realignment Cost Reservation Surcharge shall be adjusted annually during the Initial GSR Cost Collection Period to reflect changes in the effective billing determinants under any firm Rate Schedule. Such revisions to the GSR Cost Reservation



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GENERAL TERMS AND CONDITIONS (continued)  
Surcharge will become effective twelve (12) months after the effective date of the rate filing to establish the Initial GSR Cost Collection Period or subsequent adjustment to the GSR Reservation Surcharge. At least thirty (30) Days prior to the effective date of the annual adjustment to the GSR Cost Reservation Surcharge, Kansas Pipeline shall file with the Federal Energy Regulatory Commission and post, as defined in Section \_\_\_ of the Commission's Regulations, Tariff Sheet Nos. 15 through 25 and Tariff Sheet No. 28 Through 33, together with supporting computations.

(e) GSR Cost Exit Fee

If at any time prior to the conclusion of the Initial Gas Supply Realignment Cost Collection Period or any Carryover Gas Supply Realignment Cost Collection Period, a Shipper under a firm Service Agreement affected by this Section 17.3 requests a modification to the Service Agreement to reduce the MDCQ or requests a termination of the Service Agreement and if Kansas Pipeline agrees to such reduction or termination, then the affected Shipper shall immediately become obligated to Kansas Pipeline for the GSR Cost Exit Fee. The Gas Supply Realignment Cost Exit Fee shall equal the amount which would have been collected during the remainder of the Initial or the Carryover Cost Collection Period, as applicable, of this Section 17.6 at the level of firm service applicable to such Shipper at the effective date hereof, or the effective date of the Service Agreement whichever is later. Kansas Pipeline will invoice such amount to the affected Shipper in a direct bill within thirty (30) days after the termination or reduction in firm service rights. Invoices pursuant to this Section 16.6(e), including carrying charges calculated in accordance with Section 154.501 of the Commission's Regulations shall be due and payable within ten (10) days of the issuance of such invoices.

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Original Sheet No. 270 Original Sheet No. 270 : Superseded

GENERAL TERMS AND CONDITIONS (continued)

(f) Reconciliation (1) Within ninety (90) days of the conclusion of

a Gas Supply Realignment Cost Collection Period, Kansas Pipeline shall file a limited rate filing under Section 4 of the Natural Gas Act to reconcile its GSR Costs with the actual amounts of GSR Costs recovered during such period. Any Gas Supply Realignment Cost Exit Fees will be added to the actual amounts of Gas Supply Realignment Costs recovered through Gas Supply Realignment Costs Reservation Surcharges.

- (2) If Kansas Pipeline's collections hereunder shall equal or exceed its Gas Supply Realignment Costs, Kansas Pipeline shall file to terminate further collections hereunder and to refund the amount of any excess collected to all Shippers affected hereby in proportion to the principal amount of actual Gas Supply Realignment Costs which they have paid during the GSR cost collection period.

Within thirty (30) days of the Commission's approval of such filing, refunds, with applicable carrying charges, shall be paid. In addition, Kansas Pipeline will submit a report to the Commission setting out a comparison of its Gas Supply Realignment Costs and the amounts collected hereunder and any repayments actually made.

- (3) If Kansas Pipeline's collections hereunder are less than its Gas Supply Realignment Costs, Kansas Pipeline shall file to recover such deficiency, including carrying charges, during the Carryover Gas Supply Realignment Cost Collection Surcharge Period by filing with the Commission GSR Cost Reservation Surcharges. The GSR Cost Reservation Charge will be determined by dividing the remaining Gas Supply Realignment Costs

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GENERAL TERMS AND CONDITIONS (continued)

attributable to firm services to  
be recovered through the GSR Cost  
Reservation Surcharge by the design billing  
determinants underlying Kansas Pipeline's then-  
effective rates applicable to Rate Schedule FT.  
The Carryover GSR Cost Collection Period  
shall commence on the first day of the month  
following Commission approval of such filing.

17.4 Former Buyer's Obligation For Unrecovered Purchased Gas  
Costs

(a) Purpose

This Section 17.4 establishes the disposition of any  
unrecovered purchased gas costs incurred by Kansas  
Pipeline Partnership prior to the effectiveness of  
Kansas Pipeline's FERC Gas Tariff.

(b) Disposition of Unrecovered Purchased Gas Costs

Upon the effectiveness of Kansas Pipeline's FERC Gas  
Tariff, and this Section 17.4, Kansas Pipeline  
shall be permitted to: (1) direct bill a proportionate  
share of the total unrecovered amounts remaining in  
Kansas Pipeline Partnership's Unrecovered Purchased  
Gas Account to each person ("Buyer") that received  
service under one of Kansas Pipeline's sales rate  
schedules under its Former Tariff as of the day prior  
to the effective date of this Section 17.4; and  
(2) direct bill a proportionate share of prior  
period billing adjustments which Kansas Pipeline  
shall become obligated to pay, if such prior  
period adjustments arise from services provided  
or Gas purchased at any time commencing November 2,  
1995 through the end of the day prior to the  
effectiveness of this Section.

17.4. Upon the effectiveness of this Section 17.4,  
the unrecovered Account No. 191 Deferred Account  
Balance shall be adjusted to include a final  
reconciliation of amounts for exchange transactions

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GENERAL TERMS AND CONDITIONS (continued)  
and transportation imbalances. If the balance of  
Kansas Pipeline Partnership's Unrecovered  
Purchased Gas Account shall be a credit balance, or  
Kansas Pipeline later receives refunds from its  
suppliers for services provided prior to the  
effectiveness of this Section 17.4, Kansas Pipeline  
shall refund a proportionate share of such balance  
or refunds to the Buyers affected hereunder.

(c) Amount of Direct Bills and Refund

The amount of the Direct Bill and Refunds to any Buyer shall consist of a Deferred Account Component, as described in Section 17.4(d) hereof, and a prior Period Adjustment Component, as described in Section 17.4(e) hereof. Each component shall reflect demand and commodity charges, as may be appropriate.

(d) Calculation of the Deferred Account Component

- (1) The Deferred Account Component of Buyer's Direct Bill shall be computed for each Buyer by adding Buyer's proportionate share of Kansas Pipeline's commodity, including carrying charges, deferred account balance to Buyer's proportionate share of Kansas Pipeline's demand, including carrying charges, deferred account balance.
- (2) Buyer's proportionate share of Kansas Pipeline's commodity deferred account balance shall be determined by multiplying the total commodity deferred account balance, whether the same shall be a debit or credit, on the day prior to the effective date of this Section 17.4, by a fraction consisting of the amount of Kansas Pipeline's commodity sales volumes to Buyer during the twelve months prior to the effectiveness of this Section 17.4 as the numerator and Kansas Pipeline's total Buyer's commodity sales volumes during the same period as the denominator.

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Original Sheet No. 273 Original Sheet No. 273 : Superseded

GENERAL TERMS AND CONDITIONS (continued)

(3) Buyer's proportionate share of Kansas Pipeline's demand deferred account balance shall be determined by multiplying the total demand deferred account balance, whether the same shall be a debit or credit, on the day prior to the effective date of this Section 17.4, by a fraction consisting of the Buyer's demand billing determinants during the twelve months prior to the effectiveness of this Section 17.4 as the numerator and Kansas Pipeline's total Buyer's sales demand billing determinants during the same period as the denominator.

(e) Calculation of Prior Period Adjustment Component

- (1) The Prior Period Adjustment Component of Buyer's Direct Bill shall be computed for each Buyer by adding Buyer's proportionate shares of the commodity and demand portions of each prior period adjustment which has been charged or refunded to Kansas Pipeline, as the case may be, and which have not been reflected in Kansas Pipeline's deferred account prior to application of this Section 17.4. The Prior Period Adjustment Component shall be limited to a nine month period which shall commence on the date this Tariff becomes effective, except to the extent Kansas Pipeline receives refunds of amounts previously charged to its deferred purchased gas cost Account for which there will be no such time limitation.
- (2) Buyer's proportionate share of prior period commodity charges or refunds shall be determined by multiplying, for each prior period adjustment, the total commodity portion of such adjustment by a fraction which shall be determined in Section 17.4(d) (2).
- (3) Buyer's proportionate share of prior period demand charges shall be determined by multiplying, for each such prior period adjustment, the total demand portion of such adjustment by a fraction which shall be determined in Section 17.4(d) (3).

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**Original Sheet No. 274** Original Sheet No. 274 : Superseded

GENERAL TERMS AND CONDITIONS (continued)

- (4) Carrying charges on all such amounts shall be calculated using the methods specified in Section 154.501 of the Commission's Regulations.
- (f) Nature of Obligations

- (1) The entire amount of Buyer's obligation to Kansas Pipeline as described in this Section 16.4, including its subsections, shall be deemed to be due on the day prior to the date this Section becomes effective.
- (2) Kansas Pipeline shall invoice the Buyer for the Direct Bill component hereunder on or after the tenth day of the month following the Commission's approval of Kansas Pipeline's disposition of its unrecovered purchased gas cost amounts. The entire amount of each Buyer's unrecovered purchased gas cost Direct Bill Amount shall be payable ten (10) days thereafter.

Buyer shall pay Kansas Pipeline by electronic funds transfer to a designated bank account established by Kansas Pipeline for amounts equal to or greater than \$100,000. For amounts less than \$100,000, Buyer shall pay Kansas Pipeline by check to Kansas Pipeline's designated office or at Buyer's election by electronic funds transfer to a designated bank account established by Kansas Pipeline. Buyer shall pay Kansas Pipeline, at its designated office, on or before the tenth day after such billing the full amount so invoiced. Should Buyer fail to pay any amount which shall become due hereunder interest thereon shall accrue at the rate computed using the factors specified in Section 154.501 of the Commission's Regulations, until such time as the full amount due has been paid or collected.

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Original Sheet No. 276 Original Sheet No. 276 : Superseded

GENERAL TERMS AND CONDITIONS (continued)

(g) Reservations

This Section 17.4 shall not be construed to affect Kansas Pipeline's right to recover from Buyer such Transition or other costs as it may incur in connection with contracts with suppliers of natural gas or otherwise, such rights being expressly reserved, subject to applicable Commission orders and regulations. Kansas Pipeline reserves the right to reallocate the charges for which provision is made hereunder, in the event these charges shall be determined to be ineffective.

17.5 Recovery of Stranded Transportation Costs

(a) Purpose

This Section 17.5 establishes the means by which Kansas Pipeline shall recover stranded third-party transportation costs as defined below, in accordance with FERC Order No. 636 et seq., using reservation and volumetric surcharges.

(b) Applicability

The Stranded Transportation Cost Reservation and Volumetric Surcharges shall apply as specified herein below commencing with the effectiveness of this Section 17.5 and continuing for an initial period of three (3) years to those shippers served under any firm Rate Schedules thereafter for such time as is described in Section 17.5(g).

(c) Definitions

The following defines certain terms as they are used in this Section 16.5:

- (1) "Stranded Transportation Costs" or "ST Costs" shall mean the aggregate of actual payments made by Kansas Pipeline under contractual obligations

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GENERAL TERMS AND CONDITIONS (continued)

incurred by Kansas Pipeline Partnership or KansOk Partnership for the transportation of gas by third parties and the costs to buy out such contracts;

- (2) "Stranded Transportation Cost Reservation Surcharge" or "ST Reservation Surcharge" shall mean the currently effective surcharge applicable to service under any Firm Rate Schedule.
  - (3) "Section 17.5 Recovery Period" shall mean the three (3) year period which shall commence on the effective date of May 11, 1998.
  - (4) "Section 17.5 Reconciliation Recovery Period" shall mean the twelve (12) months commencing on the first day of the month following Commission approval of Kansas Pipeline's Reconciliation filing as provided for in Section 16.5(g).
  - (5) "Levelized Interest" shall mean the interest amount resulting from the projected amortization of the ST Costs over the Section 17.5 Recovery Period in accordance with Section 154.501 of the Commission's Regulations.
- (d) Mechanism for Recovery of Stranded Transportation Costs One hundred percent (100%) of Kansas Pipeline's ST Costs, including Levelized Interest, shall be recovered by means of the ST Reservation Surcharge. The ST Reservation Surcharge shall be stated on any Firm Rate Schedule of Kansas Pipeline's FERC Gas Tariff, and shall become a part of the stated rates for service provided under such Rate Schedules.
- On or before June 1 of each year during the Section 17.5 Recovery Period, Kansas Pipeline will file with the Commission such updates as otherwise are required by this Section 17.5 to the ST Reservation Surcharge applicable to service under any firm Rate Schedule to be effective on the immediately following July 1. Kansas Pipeline will provide 30 days notice of such changes to the ST Reservation Surcharge. The provisions of



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**Original Sheet No. 279** Original Sheet No. 279 : Superseded

GENERAL TERMS AND CONDITIONS (continued)

(g) Reconciliation Provisions

- (1) Within ninety (90) days of the conclusion of the Section 17.5 Recovery Period, Kansas Pipeline shall reconcile its ST Costs with the actual amounts of ST Costs recovered during such period.
- (2) If Kansas Pipeline's actual collections hereunder shall equal or exceed its ST Costs, Kansas Pipeline shall file to terminate further collections hereunder and to refund the amount of any excess collected to all Shippers affected hereby in proportion to the principal amount of actual ST Costs which they have paid during the Section 17.5 Recovery Period. Within thirty (30) days of the Commission's approval of Kansas Pipeline's filing, refunds, with applicable carrying costs computed in accordance with Section 154.501 of the Commission's Regulations, shall be paid. In addition, Kansas Pipeline will submit a report to the Commission setting out a comparison of its ST Costs and the actual amounts collected hereunder and any repayments actually made.
- (3) If Kansas Pipeline's actual collections hereunder are less than its ST Costs, Kansas Pipeline shall file to recover such deficiency, including carrying charges computed in accordance with Section 154.501 of the Commission's Regulations, during the Section 17.5 Reconciliation Period by means of ST Reservation Surcharges. The ST Reservation Surcharge shall be determined by dividing the remaining ST Costs attributable to firm services by the design billing determinants underlying Kansas Pipeline's then-effective rates applicable to service under all Firm Rate Schedules.

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Superseding: Original Sheet No. 280

GENERAL TERMS AND CONDITIONS (continued)

18. WARRANTY AND ASSIGNMENTS

18.1 Reserved.

18.2 As to all matters within its actual or imputed control, Shipper represents and warrants that service hereunder and all arrangements incident thereto conform to applicable regulations. Shipper hereby agrees to indemnify and hold Kansas Pipeline harmless against any and all actions, suits or proceedings concerning such service or arrangements, which are brought before or instituted by any authority having jurisdiction if and to the extent that such actions result from or are based upon allegations of fact that are inconsistent with the representations herein made by Shipper or any failure of the warranties herein given by Shipper.

18.3 Both Kansas Pipeline and Shipper may assign or pledge Service Agreements and all rights and obligations thereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except in accordance with Section 14 herein, neither Kansas Pipeline nor Shipper shall assign a Service Agreement or any of its rights thereunder unless it shall first have obtained the written consent of the other(s). Such consent shall not be unreasonably withheld.

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**First Revised Sheet No. 281** First Revised Sheet No. 281 : Effective

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GENERAL TERMS AND CONDITIONS (continued)

19. FORCE MAJEURE

In the event, to the extent, and for so long as either Kansas Pipeline or Shipper is unable, by reason of force majeure, to carry out its obligations hereunder, in whole or in part, the obligations of either Kansas Pipeline or Shipper, other than to make payment of reservation fees or capacity charges which shall become due, shall be suspended, in whole or in part, and neither Kansas Pipeline nor Shipper shall be liable in damages to the other as a result of Force Majeure. "Force Majeure," as employed herein, shall mean any cause, whether of the kind herein enumerated or otherwise, not within the control of either Kansas Pipeline or Shipper claiming suspension, and which by the exercise of due diligence, either Kansas Pipeline or Shipper has been unable to prevent or overcome, including without limitation acts of God, the government, including the issuance of rules or orders which serve to frustrate or prevent the performance of Kansas Pipeline, or a public enemy; strikes, lockouts, or other industrial disturbances; wars, blockades, or civil disturbances of any kind; epidemics, landslides, hurricanes, washouts, tornadoes, storms, earthquakes, lightning, fires, freezing of, breakage or accident to, or the necessity for making repairs or alterations to wells, machinery or lines of pipe; partial or entire failure of wells; and the inability of either Kansas Pipeline or Shipper to acquire, or the delays on the part of either Kansas Pipeline or Shipper in acquiring, at reasonable cost and after the exercise of reasonable diligence: (a) any servitudes, rights of way grants, permits, or licenses; (b) any materials or supplies for the construction or maintenance of facilities; or (c) any permits or permissions from any governmental agency; if such are required to enable either Kansas Pipeline or Shipper to fulfill its obligations hereunder. Additionally, Kansas Pipeline shall be excused in whole, or in part, from its performance for inability to obtain Transportation from or through third party pipelines. Either Kansas Pipeline or Shipper claiming force majeure shall give to the other(s) notice and full particulars of such force majeure by telephone or facsimile as soon as reasonably possible after the occurrence of the case relied on, and shall remedy such inability to perform with all reasonable dispatch; provided, however, that such requirement or remedy shall not require the settlement of strikes or lockouts by accession to the demands of those opposing either Kansas Pipeline or Shipper when such course is inadvisable in the discretion of either Kansas Pipeline or Shipper.

In the event of a Force Majeure occurrence, Kansas Pipeline will credit shippers reservation charge with partial reservation charge credits equal to Kansas Pipeline's return on equity and taxes equal to the daily equivalent of the reservation charge multiplied by the number of days of the Force Majeure event.

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GENERAL TERMS AND CONDITIONS (continued)

20. TERMINATION FOR DEFAULT

If either Kansas Pipeline or Shipper shall fail to perform any of the covenants or obligations imposed upon it or them under and by virtue of a Service Agreement hereunder, which obligations have not been suspended pursuant to Section 19 herein, then in such event the other party may at its option terminate such Service Agreement by proceeding as follows: The party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the Service Agreement and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have Thirty (30) Days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the agreement, and if within said period of Thirty (30) Days the party in default does so remove and remedy said cause or causes and fully indemnify the party not in default for any and all consequences of such breach, by a good and sufficient indemnity bond or otherwise, then such notice shall be withdrawn and the Service Agreement shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes or does not so indemnify the party giving the notice for any and all consequences of such breach, within said period of Thirty (30) Days, then, after any necessary authorization by regulatory bodies having jurisdiction, the Service Agreement shall become null and void from and after the expiration of said period, provided that notice of termination has not been withdrawn prior thereto. Any cancellation of such Service Agreement pursuant to the provisions of this paragraph shall be without prejudice to the right of Kansas Pipeline to collect any amounts then due to it prior to the time of cancellation, and shall be without prejudice to the obligation of Kansas Pipeline and Shipper to balance receipts and deliveries of Gas pursuant to the Service Agreement, and without waiver of any remedy to which the party not in default may be entitled for violations of such Service Agreement.

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GENERAL TERMS AND CONDITIONS (continued)

21. REGULATIONS

These General Terms and Conditions, the Rate Schedules to which they apply and any executed Service Agreement for service, as well as the respective obligations of the parties hereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction and are subject to change from time to time by addition, amendment or substitution as provided by law.

22. OPERATION OF RATE SCHEDULES IN CONJUNCTION WITH MARKETING AFFILIATES

22.1 Operation of Rate Schedules in Conjunction with Marketing Affiliates.

All terms and conditions contained herein shall be applied in a uniform and nondiscriminatory manner without regard to whether the Gas transported is sold by Kansas Pipeline, Kansas Pipeline's marketing affiliate or any other Seller of Gas. Other than office space, telephone equipment, a computer system and a Local Area Network, Kansas Pipeline does not share any facilities or operating personnel with its marketing affiliate. The computer equipment, including access to all computer databases, is password protected in order to maintain segregation of utilization and confidential access to the system.

23. FUEL REIMBURSEMENT ADJUSTMENT

The Fuel Reimbursement Percentages under Rate Schedules FT, FT-NN, SCT, SCT-NN, IT and approved non-conforming service agreement shall be adjusted downward to reflect reductions and may be adjusted upward to reflect increases in fuel usage and lost and unaccounted for Gas in accordance with this Section 23.

23.1 Filing of Fuel Reimbursement Adjustment

(a) Effective Date of Adjustment

The effective date of the annual Fuel Reimbursement Adjustment shall be November 1.

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Superseding: Original Sheet No. 284

GENERAL TERMS AND CONDITIONS (Continued)

(b) Filing Procedure

At least thirty (30) Days prior to the effective date of adjustment, Kansas Pipeline shall file with the Commission, and post, as defined by Section 154.204 of the Commission's Regulations, a schedule of effective Fuel Reimbursement Quantities, as determined in accordance with Section 22.2 hereof, together with supporting documentation. Such filing shall not be in lieu of any other rate change filing required by the Commission's Regulations under the Natural Gas Act.

(c) Fuel Reimbursement Adjustment Period

The Fuel Reimbursement Adjustment Period shall be billing periods beginning with each effective Date of Adjustment.

23.2 Computation of Effective Fuel Reimbursement Percentage

The effective Fuel Reimbursement Percentage shall be the sum of the current Fuel Reimbursement Percentage and the Annual Fuel Reimbursement Surcharge.

23.3 Computation of Current Fuel Reimbursement Percentage

The current Fuel Reimbursement Percentage shall be determined on the basis of (1) the estimated Quantities of Gas delivered to Kansas Pipeline for the account of Shippers under Rate Schedules FT, FT-NN, SCT, SCT-NN, IT and approved non-conforming service agreements and (2) the projected Quantities of Gas that shall be required for fuel usage and the lost and unaccounted for Gas.

23.4 Computation of the Annual Fuel Reimbursement Surcharge

- (a) The Annual Fuel Reimbursement Surcharge shall be computed by dividing the balance four (4) months prior to November 1 of the Deferred Fuel

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GENERAL TERMS AND CONDITIONS (Continued)

Reimbursement Account by Kansas Pipeline's estimated Quantities of Gas for Transportation under Rate Schedules FT, FT-NN, SCT, SCT-NN, IT and approved non-conforming service agreements for the Recovery Period.

- (b) The Recovery Period for the Annual Fuel Reimbursement Surcharge shall be the Twelve (12) billing Months beginning November 1.
- (c) Kansas Pipeline shall maintain a Deferred Fuel Reimbursement Account with appropriate subaccounts, beginning with the effective date of this Section 22. For each billing Month, the applicable subaccounts shall be increased or decreased for a positive or negative change in Fuel Reimbursement for the billing Month.
- (d) A change in Fuel Reimbursement for each billing Month shall be the difference between (1) the applicable currently effective Fuel Reimbursement percentage for the billing Month multiplied by Kansas Pipeline's Transportation Quantity received, and (2) the actual Quantities of Gas expended for fuel usage and lost and unaccounted for Gas during the billing Month.

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THIS TARIFF SHEET IS RESERVED

FOR FUTURE USE



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GENERAL TERMS AND CONDITIONS (Continued)

24. MISCELLANEOUS

24.1 Service Agreements shall be governed by and interpreted in accordance with the laws of the State of Kansas except for any conflict of laws provisions thereof which would require the application of the laws of another jurisdiction.

24.2 The Service Agreements create no rights in third parties.

24.3 Kansas Pipeline may waive any rights hereunder or any obligations of Shipper on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

24.4 Reserved.

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GENERAL TERMS AND CONDITIONS (Continued)

24.5 Interruptible Revenue Crediting

Within sixty (60) days of October 1 of each year following the Implementation date, Kansas Pipeline shall file a statement with the Commission comparing (1) the total revenues collected pursuant to Rate Schedule IT during the twelve (12) month period ending September 30, against (2) the total cost of service allocated to be recovered from Rate Schedule IT. To the extent such revenue exceeds such cost of service allocation, Kansas Pipeline shall consider any such amounts to be excess revenues. One Hundred percent (100%) of such excess revenues, less applicable surcharges, penalties, and variable costs incurred to provide the service, shall be credited against the reservation charges paid by firm shippers served under Rate Schedules FT, FT-NN, SCT, and SCT-NN. All firm shippers served under Rate Schedules FT, and FT-NN paying the maximum rate shall receive a pro-rata share of such credits based on their contract MDCQ.

For Multiple Rate Periods, allocated costs will be prorated based on the number of days each cost level was in effect. Such refunds shall not be given until the rates Kansas Pipeline Company used to compute the revenues are no longer subject to refund. Upon issuance of a final commission order which accepts new rates under Section 4(e), Kansas Pipeline will mail any refunds, including interest, pursuant to Section 154.501 of the Commission's regulations, accrued from the end of the twelve (12) month distribution period ending September 30 of each year, within ten (10) days following a final Commission Order accepting Kansas Pipeline Company's refund filing. "Variable Cost" as used in this Section 25.6 will be the product of all quantities delivered under IT Service and the minimum rate for such service listed on Sheet No. 27.

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GENERAL TERMS AND CONDITIONS (Continued)

25. GISB STANDARDS

Nomination Standards (Version noted):

1.1.1 (1.3)	1.2.1 (1.3)	1.3.1 (1.3)	1.4.1 (1.3)
1.1.2 (1.3)	1.2.2 (1.3)		1.4.2 (1.3)
1.1.3 (1.3)	1.2.3 (1.3)	1.3.3 (1.3)	1.4.3 (1.3)
1.1.4 (1.3)	1.2.4 (1.3)		1.4.4 (1.3)
1.1.5 (1.3)	1.2.5 (1.3)	1.3.5 (1.3)	1.4.5 (1.3)
1.1.6 (1.3)	1.2.6 (1.3)	1.3.6 (1.3)	1.4.6 (1.3)
1.1.7 (1.3)	1.2.8 (1.3)	1.3.7 (1.3)	1.4.7 (1.3)
1.1.8 (1.3)	1.2.9 (1.3)	1.3.8 (1.3)	
1.1.9 (1.3)	1.2.10(1.3)	1.3.9 (1.3)	
1.1.10(1.3)	1.2.11(1.3)	1.3.11(1.3)	
1.1.11(1.3)	1.2.12(1.3)	1.3.13(1.3)	
1.1.12(1.3)		1.3.14(1.3)	
1.1.13(1.3)		1.3.15(1.3)	
1.1.14(1.3)		1.3.16(1.3)	
1.1.15(1.3)		1.3.17(1.3)	
1.1.16(1.3)		1.3.18(1.3)	
1.1.17(1.3)		1.3.19(1.3)	
1.1.18(1.3)		1.3.20(1.3)	
1.1.19(1.3)		1.3.21(1.3)	
		1.3.22(1.3)	
		1.3.23(1.3)	
		1.3.24(1.3)	
		1.3.25(1.3)	
		1.3.26(1.3)	
		1.3.27(1.3)	
		1.3.28(1.3)	
		1.3.29(1.3)	
		1.3.30(1.3)	
		1.3.31(1.3)	
		1.3.32(1.3)	
		1.3.33(1.3)	
		1.3.34(1.3)	
		1.3.35(1.3)	
		1.3.36(1.3)	
		1.3.37(1.3)	
		1.3.38(1.3)	
		1.3.39(1.3)	
		1.3.40(1.3)	
		1.3.41(1.3)	
		1.3.42(1.3)	
		1.3.43(1.3)	
		1.3.44(1.3)	
		1.3.45(1.3)	
		1.3.46(1.3)	

Nomination Standards Delineated in Tariff:

1.3.2 (1.3)	Sheet Nos. 221, 222	Section 8.2
1.3.4 (1.3)	Sheet Nos. 221, 229, 245	Sections 8.2, 9.7, 12.12

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**Sub Original Sheet No. 290** Sub Original Sheet No. 290 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

Flowing Gas Standards (Version noted):

2.1.1 (1.3)	2.2.1 (1.3)	2.3.1 (1.3)	2.4.1 (1.3)
2.1.2 (1.3)		2.3.2 (1.3)	2.4.2 (1.3)
2.1.3 (1.3)		2.3.3 (1.3)	2.4.3 (1.3)
2.1.4 (1.3)			2.4.4 (1.3)
			2.4.5 (1.3)
		2.3.6 (1.3)	2.4.6 (1.3)
		2.3.8 (1.3)	
		2.3.9 (1.3)	
		2.3.10(1.3)	
		2.3.13(1.3)	
		2.3.14(1.3)	
		2.3.15(1.3)	
		2.3.16(1.3)	
		2.3.17(1.3)	
		2.3.19(1.3)	
		2.3.20(1.3)	
		2.3.21(1.3)	
		2.3.22(1.3)	
		2.3.23(1.3)	
		2.3.24(1.3)	
		2.3.25(1.3)	
		2.3.27(1.3)	
		2.3.28(1.3)	
		2.3.29(1.2)	
		2.3.30(1.2)	
		2.3.31(1.3)	

Flowing Gas Standards Delineated in Tariff:

2.3.4 (1.3)	Sheet No. 223	Section 8.4(a)
2.3.5 (1.3)	Sheet No. 223	Section 8.4(a)
2.3.7 (1.3)	Sheet No. 211	Section 4.6
2.3.11 (1.3)	Sheet No. 211	Section 4.6
2.3.12 (1.3)	Sheet No. 211	Section 4.6
2.3.18 (1.3)	Sheet No. 223	Section 8.4(a)
2.3.26 (1.3)	Sheet No. 224	Section 8.4(d)

Effective Date: 12/01/1999 Status: Effective

FERC Docket: CP96-152-024

**Sub Original Sheet No. 291** Sub Original Sheet No. 291 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

Invoicing Standards (Version noted):

3.1.1 (1.3)	3.2.1 (1.3)	3.3.1 (1.3)	3.4.1 (1.3)
3.1.2 (1.3)		3.3.2 (1.3)	3.4.2 (1.3)
		3.3.3 (1.3)	3.4.3 (1.3)
		3.3.4 (1.3)	3.4.4 (1.3)
		3.3.5 (1.3)	
		3.3.6 (1.3)	
		3.3.7 (1.3)	
		3.3.8 (1.3)	
		3.3.9 (1.3)	
		3.3.10 (1.3)	
		3.3.11 (1.3)	
		3.3.12 (1.3)	
		3.3.13 (1.3)	
		3.3.16 (1.3)	
		3.3.17 (1.3)	
		3.3.18 (1.3)	
		3.3.20 (1.3)	
		3.3.21 (1.3)	
		3.3.22 (1.3)	

Invoicing Standards Delineated in Tariff:

3.3.14 (1.3)	Sheet No. 261	Section 16
3.3.15 (1.3)	Sheet No. 261	Section 16
3.3.19 (1.3)	Sheet No. 262	Section 16.1 (b) (i)

Effective Date: 12/01/1999 Status: Effective

FERC Docket: CP96-152-024

**Sub Original Sheet No. 293** Sub Original Sheet No. 293 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

Capacity Release Standards (Version noted):

5.1.1 (1.3)	5.2.1 (1.3)	5.3.1 (1.3)	5.4.1 (1.3)
			5.4.2 (1.3)
		5.3.3 (1.3)	5.4.3 (1.3)
		5.3.4 (1.3)	5.4.5 (1.3)
		5.3.5 (1.3)	5.4.6 (1.3)
		5.3.6 (1.3)	5.4.7 (1.3)
		5.3.7 (1.3)	5.4.8 (1.3)
		5.3.8 (1.3)	5.4.9 (1.3)
		5.3.9 (1.3)	5.4.10 (1.3)
		5.3.10 (1.3)	5.4.11 (1.3)
		5.3.11 (1.3)	5.4.12 (1.3)
		5.3.12 (1.3)	5.4.13 (1.3)
		5.3.13 (1.3)	5.4.14 (1.3)
		5.3.14 (1.3)	5.4.15 (1.3)
		5.3.15 (1.3)	5.4.16 (1.3)
		5.3.16 (1.3)	5.4.17 (1.3)
		5.3.17 (1.3)	
		5.3.18 (1.3)	
		5.3.19 (1.3)	
		5.3.20 (1.3)	
		5.3.21 (1.3)	
		5.3.22 (1.3)	
		5.3.23 (1.3)	
		5.3.24 (1.3)	
		5.3.25 (1.3)	
		5.3.26 (1.3)	
		5.3.27 (1.3)	
		5.3.28 (1.3)	
		5.3.29 (1.3)	
		5.3.30 (1.3)	

Capacity Release Standards Delineated in Tariff:

5.3.2 (1.3)	Sheet No. 253	Section 14.3
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*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-022*

**Sheet Nos. 294 - 470** Sheet Nos. 294 - 470 : Effective

Sheet Nos. 294 through 470 are reserved for future use.

Effective Date: 05/11/1998    Status: Effective  
FERC Docket: CP96-152-015

**First Revised Sheet No. 471** First Revised Sheet No. 471 : Effective  
Superseding: Original Sheet No. 471

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT, made and entered into as of the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, by and between:

Kansas Pipeline Company, (hereinafter called "Kansas Pipeline"),

and

(hereinafter called "Shipper"),

Shipper represents and warrants that Shipper conforms to the  
Requirements of 18 C.F.R.

Section 284.102(284B - Intrastate pipelines or  
Local Distribution Companies) \_\_\_\_\_

Section 284.222(284G - Interstate pipelines) \_\_\_\_\_

Section 284.223(284G - Others) \_\_\_\_\_

In consideration of the mutual covenants and agreements as  
herein set forth, both Kansas Pipeline and Shipper covenant  
and agree as follows:

ARTICLE 1 - SERVICE

Kansas Pipeline agrees to receive at the Point(s) of Receipt  
and deliver at the Point(s) of Delivery, on a firm basis,  
quantities of Natural Gas up to the following daily quantities  
(Dt./Day), which shall constitute the Maximum Daily Contract  
Quantity:

\_\_\_\_\_ (Dt./Day)



Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 472** First Revised Sheet No. 472 : Effective  
Superseding: Original Sheet No. 472

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

The Maximum Daily Contract Quantity is stated in delivered quantities, for which received quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-effective, applicable rates and charges under Kansas Pipeline's Rate Schedule FT.

Exhibit A hereto states the Point(s) of Receipt and Delivery. Exhibit A may be revised from time to time by written agreement between Kansas Pipeline and Shipper, and as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's Maximum Daily Contract Quantity shall be assigned among the primary Point(s) of Receipt set out on Exhibit A, as well as among the Primary Point(s) of Delivery set out on Exhibit A. Such assignment may be changed, subject to the availability of capacity, in accordance with the General Terms and Conditions.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. Kansas Pipeline shall provide firm Transportation service for Shipper pursuant to this Agreement from \_\_\_\_\_ until \_\_\_\_\_, when this Agreement shall expire.

ARTICLE 3 - RATES AND CHARGES

For the services provided or contracted for hereunder, Shipper agrees to pay Kansas Pipeline the then-effective, applicable rates and charges under Rate Schedule FT filed with the Commission, as such rates and charges and Rate Schedule FT may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. Kansas Pipeline reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule FT and the applicability thereof, the General Terms and Conditions or any other provisions of Kansas Pipeline's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

**Effective Date: 05/11/1998    Status: Effective**

**FERC Docket: CP96-152-015**

**First Revised Sheet No. 473** First Revised Sheet No. 473 :    Effective  
Superseding: Original Sheet No. 473

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

From time to time Kansas Pipeline and Shipper may agree to in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule FT and subject to the Regulations and Orders of the Commission. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Kansas Pipeline and Shipper.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to the collection of the rates and charges provided for in Article 3, Kansas Pipeline shall retain the percentage provided, pursuant to Rate Schedule FT of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of Rate Schedule FT and the General Terms and Conditions of Kansas Pipeline's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. Kansas Pipeline reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of Rate Schedule FT and/or the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Kansas Pipeline or Shipper by merger, consolidation or acquisition. Either Kansas Pipeline or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Kansas Pipeline nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

Effective Date: 05/11/1998 Status: Effective  
FERC Docket: CP96-152-015

**First Revised Sheet No. 474** First Revised Sheet No. 474 : Effective  
Superseding: Original Sheet No. 474

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic nominations of the quantities of service requested hereunder must be provided by Shipper to Kansas Pipeline, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Kansas Pipeline or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office address of both Kansas Pipeline and Shipper are as follows:

Payment:

Nomination and  
Scheduling:

Kansas Pipeline Company

Emergencies: (Not to be used for  
any other purpose)

All Other:

(Shipper)

Billing:

Nomination and  
Scheduling: (1)

All Other

(1) Please provide street address in addition to mailing  
address.

FERC Docket: CP96-152-015

RATE SCHEDULE FT  
 FIRM TRANSPORTATION SERVICE  
 FORM OF TRANSPORTATION AGREEMENT

SHIPPER: Kansas Pipeline Company

Title \_\_\_\_\_ Title: \_\_\_\_\_

ATTEST/WITNESS: ATTEST/WITNESS

Title \_\_\_\_\_ Title \_\_\_\_\_

Effective Date: 05/11/1998    Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 476** First Revised Sheet No. 476 : Effective  
Superseding: Original Sheet No. 476

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement  
Between  
Kansas Pipeline Company  
for  
Firm Service  
Under Rate Schedule FT

and \_\_\_\_\_

Contract No. \_\_\_\_\_

Maximum Daily Contract Quantity (Dt./Day) \_\_\_\_\_

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 477** First Revised Sheet No. 477 : Effective  
Superseding: Original Sheet No. 477

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement  
For  
Firm Service  
Under Rate Schedule FT

Primary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Secondary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 478** First Revised Sheet No. 478 : Effective  
Superseding: Original Sheet No. 478

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement  
For  
Firm Service  
Under Rate Schedule FT

Primary Point(s) of Receipts

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Secondary Point(s) of Receipts

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 479** First Revised Sheet No. 479 : Effective  
Superseding: Original Sheet No. 479

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement  
Between  
Kansas Pipeline Company  
for  
Firm Service  
Under Rate Schedule FT

and \_\_\_\_\_

Contract No. \_\_\_\_\_

Effective Date \_\_\_\_\_

Supersedes Exhibit A dated \_\_\_\_\_

Maximum Daily Contract Quantity (Dt./Day) \_\_\_\_\_

SHIPPER: Kansas Pipeline Company:

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Executed \_\_\_\_\_, 19\_\_ Executed \_\_\_\_\_, 19\_\_



Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 480** First Revised Sheet No. 480 : Effective  
Superseding: Original Sheet No. 480

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement  
For  
Firm Service  
Under Rate Schedule FT

Primary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Secondary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 481** First Revised Sheet No. 481 : Effective  
Superseding: Original Sheet No. 481

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement  
For  
Firm Service  
Under Rate Schedule FT

Primary Point(s) of Receipt

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Secondary Point(s) of Receipt

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-009

**Original Sheet No. 482** Original Sheet No. 482 : Effective

RATE SCHEDULE SCT SMALL  
CUSTOMER TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, by and between:

Kansas Pipeline Company, (hereinafter called "Kansas Pipeline")

and

(hereinafter called "Shipper"),

Shipper represents and warrants that Shipper conforms to the  
Requirements Of 18 C.F.R.

Section 284.102(284B - Intrastate Pipelines or  
Local Distribution Companies) \_\_\_\_\_

Section 284.222(284G -Interstate Pipelines) \_\_\_\_\_

Section 284.223(284G - Others) \_\_\_\_\_

#### ARTICLE 1 - SERVICE

Kansas Pipeline agrees to receive at the Point(s) of Receipt  
and deliver at the Point(s) of Delivery, on a firm basis,  
quantities of Natural Gas up to the following daily quantities  
(Dt./Day), which shall constitute the Maximum Daily Contract  
Quantity:

\_\_\_\_\_ (Dt./Day)

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-009

Original Sheet No. 483 Original Sheet No. 483 : Effective

RATE SCHEDULE SCT (Continued)  
SMALL CUSTOMER TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

The Maximum Daily Contract Quantity is stated in delivered quantities, for which received quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-effective, applicable rates and charges under Kansas Pipeline's Rate Schedule SCT.

Exhibit A hereto states the Point(s) of Receipt and Delivery. Exhibit A may be revised from time to time by written agreement between Kansas Pipeline and Shipper, and as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's Maximum Daily Contract Quantity shall be assigned among the Primary Point(s) of Receipt set out on Exhibit A, as well as among the Primary Point(s) of Delivery set out on Exhibit A.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. Kansas Pipeline shall provide Firm Transportation service for Shipper pursuant to this Agreement from \_\_\_\_\_ until \_\_\_\_\_, when this Agreement shall expire.

ARTICLE 3 - RATES AND CHARGES

For the services provided or contracted for hereunder, Shipper agrees to pay Kansas Pipeline the then-effective, applicable rates and charges under Kansas Pipeline's Rate Schedule SCT filed with the Commission, as such rates and charges and Rate Schedule SCT may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. Kansas Pipeline reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule SCT and the applicability thereof, the General Terms and Conditions or any other provisions of Kansas Pipeline's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

From time to time Kansas Pipeline and Shipper may agree to in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule SCT and subject to the Regulations and Orders of the Commission. Any discount(s)

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-009

**Original Sheet No. 484** Original Sheet No. 484 : Effective

RATE SCHEDULE SCT (Continued)  
SMALL CUSTOMER TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

shall be effective only on prospective basis and as specified  
in the written agreement between Kansas Pipeline and Shipper.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to the collection of the rates and charges provided  
for in Article 3, Kansas Pipeline shall retain the percentage  
provided pursuant to Rate Schedule SCT of the quantities  
received from Shipper hereunder, for reimbursement in kind from  
Shipper for fuel usage and unaccounted-for line loss.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject  
to the further provisions of Rate Schedule SCT and the General  
Terms and Conditions of Kansas Pipeline's Tariff, as such may  
be modified, supplemented, superseded or replaced generally or  
as to the service hereunder. Kansas Pipeline reserves the  
right from time to time to unilaterally file and to make  
effective any such changes in the provisions of Rate Schedule  
SCT and/or the General Terms and Conditions, subject to the  
applicable provisions of the Natural Gas Act and the  
Commission's Regulations thereunder. Such Rate Schedule and  
General Terms and Conditions, as may be changed from time to  
time, are by this reference incorporated in their entirety into  
this Agreement and made an integral part hereof.

ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit  
of any successor(s) to either Kansas Pipeline or Shipper by  
merger, consolidation or acquisition. Either Kansas Pipeline  
or Shipper may assign or pledge this Agreement and all rights  
and obligations hereunder under the provisions of any mortgage,  
deed of trust, indenture or other instrument which it has  
executed or may execute hereafter as security for indebtedness;  
otherwise, neither Kansas Pipeline nor Shipper shall assign  
this Agreement or its rights hereunder without first having  
obtained the formal written consent of the other(s).

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-009

Original Sheet No. 485 Original Sheet No. 485 : Effective

RATE SCHEDULE SCT (Continued)  
SMALL CUSTOMER TRANSPORTATION SERVICE FORM OF  
TRANSPORTATION AGREEMENT

ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic nominations of the quantities of service requested hereunder must be provided by Shipper to Kansas Pipeline, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Kansas Pipeline or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addresses of both Kansas Pipeline and Shipper are as follows:

Payment:

Nomination and  
Scheduling:

Kansas Pipeline Company

Emergencies: (Not to be used for  
any other purpose)

All Other:

(Shipper)

Billing:

Nomination and  
Scheduling: (1)

All Other

(1) Please provide street address in addition to mailing  
address.

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-009*

**Original Sheet No. 486** Original Sheet No. 486 :    Effective

RATE SCHEDULE SCT (Continued)  
SMALL CUSTOMER TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

Kansas Pipeline Company

Payment:

Nomination and  
Scheduling:

Kansas Pipeline Company  
Emergencies:  
(Not to  
be used  
for any  
other  
purpose)

All Other:

(Shipper)

Billing: Nomination and  
Scheduling: (1)

All Other

(1) Please provide street address in addition to mailing  
address.

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-009

**Original Sheet No. 487** Original Sheet No. 487 : Effective

RATE SCHEDULE SCT (Continued)  
SMALL CUSTOMER TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

IN WITNESS WHEREOF, both Kansas Pipeline Company and Shipper have caused this Agreement to be executed in several Counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER: Kansas Pipeline Company:

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

EXECUTED \_\_\_\_\_, 19\_\_\_\_ EXECUTED \_\_\_\_\_ 19\_\_\_\_

ATTEST/WITNESS: ATTEST/WITNESS:

By: \_\_\_\_\_ By: \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_



Effective Date: 05/11/1998    Status: Effective

FERC Docket: CP96-152-009

**Original Sheet No. 488** Original Sheet No. 488 :    Effective

RATE SCHEDULE SCT (Continued)  
SMALL CUSTOMER TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement  
Between  
Kansas Pipeline Company  
for  
Firm Service  
Under Rate Schedule SCT

and \_\_\_\_\_  
Contract No. \_\_\_\_\_

Maximum Daily Contact Quantity (Dt./Day) \_\_\_\_\_

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 489** First Revised Sheet No. 489 : Effective

Superseding: Original Sheet No. 489

RATE SCHEDULE SCT (Continued)  
SMALL CUSTOMER TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement  
For  
Firm Service  
Under Rate Schedule SCT  
Primary Point(s) of Receipts

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Secondary Point(s) of Receipts

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Pres. Maintained by	Atmos. (Psia)
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Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-009

Original Sheet No. 490 Original Sheet No. 490 : Effective

RATE SCHEDULE SCT (Continued)  
SMALL CUSTOMER TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement  
For

Firm Service  
Under Rate Schedule SCT

Primary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Secondary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 491** First Revised Sheet No. 491 : Effective  
Superseding: Original Sheet No. 491

RATE SCHEDULE SCT (Continued)  
SMALL CUSTOMER TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement  
For  
Firm Service  
Under Rate Schedule SCT

Between  
Kansas Pipeline Company  
for  
Firm Service  
Under Rate Schedule SCT

and \_\_\_\_\_

Contract No. \_\_\_\_\_

Effective Date \_\_\_\_\_

Supersedes Exhibit A dated \_\_\_\_\_

Maximum Daily Contract Quantity (Dt./Day) \_\_\_\_\_

SHIPPER: Kansas Pipeline Company:

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Executed \_\_\_\_\_, 19\_\_\_\_ Executed \_\_\_\_\_, 19\_\_\_\_

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 492** First Revised Sheet No. 492 : Effective  
Superseding: Original Sheet No. 492

RATE SCHEDULE SCT Continued)  
SMALL CUSTOMER TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement  
For  
Firm Service  
Under Rate Schedule SCT  
Primary Point(s) of Delivery

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Secondary Point(s) of Delivery

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 493** First Revised Sheet No. 493 : Effective

Superseding: Original Sheet No. 493

RATE SCHEDULE SCT (Continued)  
SMALL CUSTOMER TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement  
For  
Firm Service  
Under Rate Schedule SCT

Primary Point(s) of Receipt

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Secondary Point(s) of Receipt

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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FERC Docket: CP96-152-015

**First Revised Sheet No. 494** First Revised Sheet No. 494 : Effective  
Superseding: Original Sheet No. 494

RATE SCHEDULE IT  
 INTERRUPTIBLE TRANSPORTATION SERVICE  
 FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT, made and entered into as of the \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_, by and between:

Kansas Pipeline Company, (hereinafter called " Kansas Pipeline Company "), and

\_\_\_\_\_, hereinafter called "Shipper"),

Shipper represents and warrants that Shipper conforms to the requirements of 18 C.F.R.

Section 284.102 (284B - Intrastate Pipelines or  
Local Distribution Companies) \_\_\_\_\_

Section 284.222 (284G - Interstate Pipelines) \_\_\_\_\_

Section 284.223 (284G - Others)

In consideration of the mutual covenants and agreements as herein set forth, both Kansas Pipeline and Shipper covenant and agree as follows:

ARTICLE 1 - SERVICE

Kansas Pipeline agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of Delivery, on an interruptible basis, quantities of Natural Gas up to the following daily quantities (Dt./Day), which shall constitute the Maximum Daily Contract Quantity:

(Dt./Day)

The Maximum Daily Contract Quantity is stated in delivered quantities, for which received quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then effective, applicable rates and charges under Kansas Pipeline's Rate Schedule IT.

Exhibit A hereto states the Point(s) of Receipt and Delivery. Exhibit A may be revised from time to time by written agreement between Kansas Pipeline and Shipper and, as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof.

**Effective Date: 05/11/1998    Status: Effective**

**FERC Docket: CP96-152-015**

**First Revised Sheet No. 495** First Revised Sheet No. 495 :    Effective  
Superseding: Original Sheet No. 495

RATE SCHEDULE IT (Continued)  
INTERRUPTIBLE TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. Kansas Pipeline shall provide interruptible Transportation service for Shipper pursuant to this Agreement from \_\_\_\_\_ until \_\_\_\_\_, when the term of this Agreement shall expire.

ARTICLE 3 - RATES AND CHARGES

For the services provided or contracted for hereunder, Shipper agrees to pay Kansas Pipeline the then-effective, applicable rates and charges under Rate Schedule IT filed with the Commission, as such rates and charges and Rate Schedule IT may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. Kansas Pipeline reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule IT and the applicability thereof, the General Terms and Conditions or any other provisions of Kansas Pipeline's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

From time to time Kansas Pipeline and Shipper may agree to in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule IT and subject to the Regulations and Orders of the Commission. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Kansas Pipeline and Shipper.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to the collection of the rates and charges provided for in Article 3, Kansas Pipeline shall retain the percentage provided pursuant to Rate Schedule IT of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper, for fuel usage and unaccounted-for line loss.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of Rate Schedule IT and the General Terms and Conditions of Kansas Pipeline's Tariff, and



**Effective Date: 05/11/1998    Status: Effective**

**FERC Docket: CP96-152-015**

**First Revised Sheet No. 496** First Revised Sheet No. 496 :    Effective  
Superseding: Original Sheet No. 496

RATE SCHEDULE IT (Continued)  
INTERRUPTIBLE TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

as such, may be modified, supplemented, superseded or replaced generally or as to the service hereunder. Kansas Pipeline reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of Rate Schedule IT and/or the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Kansas Pipeline or Shipper by merger, consolidation or acquisition. Either Kansas Pipeline or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Kansas Pipeline nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic nominations of the quantities of service requested hereunder must be provided by Shipper to Kansas Pipeline, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Kansas Pipeline or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office address of both Kansas Pipeline and Shipper are as follows:

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-009

**Original Sheet No. 497** Original Sheet No. 497 : Effective

RATE SCHEDULE IT (Continued)  
INTERRUPTIBLE  
TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

Kansas Pipeline Company

Payment:

Nomination and  
Scheduling:

Kansas Pipeline Company Emergencies:

(Not to be used for any other  
purpose)

All Other:

Shipper

Billing:

Nomination and  
Scheduling: (1)

All Other

(1) Please provide street address in addition to mailing  
address.

FERC Docket: CP96-152-009

**Original Sheet No. 498** Original Sheet No. 498 : Effective

RATE SCHEDULE IT INTERRUPTIBLE  
TRANSPORTATION SERVICE FORM OF  
TRANSPORTATION AGREEMENT

IN WITNESS WHEREOF, both Kansas Pipeline Company and Shipper have caused this Agreement to be executed in several Counterparts by their respective officers or other persons duly Authorized to do so, as of the date first stated above.

SHIPPER: Kansas Pipeline Company

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

EXECUTED \_\_\_\_\_, 19\_\_\_\_ EXECUTED \_\_\_\_\_, 19 \_\_\_\_

ATTEST/WITNESS: ATTEST/WITNESS:

By: \_\_\_\_\_ By: \_\_\_\_\_

Title \_\_\_\_\_ Title: \_\_\_\_\_

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-009

**Original Sheet No. 499** Original Sheet No. 499 : Effective

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement  
Between  
Kansas Pipeline Company  
For  
Interruptible Service  
Under Rate Schedule FT

and \_\_\_\_\_

Contract No. \_\_\_\_\_

Maximum Daily Contract Quantity (Dt./Day) \_\_\_\_\_

Effective Date: 05/11/1998    Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 500** First Revised Sheet No. 500 : Effective  
Superseding: Original Sheet No. 500

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement  
For  
Interruptible Service  
Under Rate Schedule IT

Primary Point(s) of Receipt

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Effective Date: 05/11/1998    Status: Effective

FERC Docket: CP96-152-009

**Original Sheet No. 501** Original Sheet No. 501 :    Effective

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement  
For  
Interruptible Service  
Under Rate Schedule IT

Primary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-009

**Original Sheet No. 502** Original Sheet No. 502 : Effective

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT  
SUPERSEDING  
EXHIBIT A

Transportation Agreement  
Between  
Kansas Pipeline Company  
For  
Interruptible Service  
Under Rate Schedule IT

and \_\_\_\_\_

Contract No. \_\_\_\_\_

Effective Date \_\_\_\_\_

Supersedes Exhibit A dated \_\_\_\_\_

Maximum Daily Contact Quantity (Dt./Day) \_\_\_\_\_

SHIPPER: Kansas Pipeline Company

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Executed \_\_\_\_\_, 19\_\_ Executed \_\_\_\_\_, 19\_\_

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 503** First Revised Sheet No. 503 : Effective

Superseding: Original Sheet No. 503

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement  
For  
Interruptible Service  
Under Rate Schedule IT

Primary Point(s) of Receipt

Seq. No. Delivered To Zone County State Meter No. Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Effective Date: 05/11/1998    Status: Effective

FERC Docket: CP96-152-009

**Original Sheet No. 504** Original Sheet No. 504 :    Effective

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement  
For  
Interruptible Service  
Under Rate Schedule IT

Primary Point(s) of Delivery

Seq. No.    Delivered To    Zone    County    State    Meter No.    Quantity

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-009

Original Sheet No. 505 Original Sheet No. 505 : Effective

FORM OF SERVICE AGREEMENT  
(Rate Schedule PS)

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by and between Kansas Pipeline Company,

hereinafter referred to as "Seller,"

and \_\_\_\_\_,

hereinafter referred to as "Buyer,"

W I T N E S S E T H

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

[to be negotiated]

IN WITNESS WHEREOF, the parties hereto have caused this  
agreement to be executed as of the day and year above written.

Kansas Pipeline Company

ATTEST:

\_\_\_\_\_  
Secretary By \_\_\_\_\_  
Seller

ATTEST:

\_\_\_\_\_  
Secretary By \_\_\_\_\_  
Buyer

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-009

**Original Sheet No. 506** Original Sheet No. 506 : Effective

FORM OF SERVICE AGREEMENT

(Rate Schedule SCS)

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_,  
by and between Kansas Pipeline Company.,  
hereinafter referred to as "Seller," and  
\_\_\_\_\_, hereinafter referred to as  
"Buyer,"

W I T N E S S E T H

WHEREAS,

NOW, THEREFORE, Seller and Buyer agree as follows:

[to be negotiated]

IN WITNESS WHEREOF, the parties hereto have caused this  
Agreement to be executed as of the day and year above written.

ATTEST:

Kansas Pipeline Company

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Seller

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Buyer

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-009

Original Sheet No. 507 Original Sheet No. 507 : Effective

CAPACITY RELEASE  
FORM OF SERVICE AGREEMENT

THIS AGREEMENT is made effective as of the \_\_\_\_\_ day  
of \_\_\_\_\_,  
19\_\_\_\_, by and between:

Kansas Pipeline Company, (hereinafter called (Kansas Pipeline),

and

(hereinafter called (Replacement Shipper)

In consideration of the mutual covenants and agreements as  
herein set forth, both Kansas Pipeline and Replacement  
Shipper covenant and agree as follows:

ARTICLE I - SERVICE

For each occasion that Replacement Shipper obtains an  
assignment of service rights from a Releasing Shipper, an  
Addendum in the form of Exhibit A, attached hereto will be made  
a part hereof. The specific terms and conditions of each  
release shall be reflected in each Addendum, which shall be  
incorporated and made a part of this Agreement, and which  
together shall constitute the terms and conditions of Kansas  
Pipeline's service for each release.

Kansas Pipeline agrees to receive at the Point(s) of Receipt  
and deliver at the Point(s) of Delivery, on a firm basis,  
Quantities of Natural Gas up to the Maximum Daily Contract  
Quantity obtained from the Releasing Shipper. The Maximum  
Daily Contract Quantity is stated in Delivered Quantities,  
for which received Quantities must be adjusted for fuel usage  
and lost or unaccounted for Gas as set out in the then-  
effective, applicable rates and charges under Kansas Pipeline's  
Rate Schedules applicable to the Releasing Shipper.

FERC Docket: CP96-152-009

**Original Sheet No. 508** Original Sheet No. 508 : Effective

## CAPACITY RELEASE (continued)

## FORM OF SERVICE AGREEMENT

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above until \_\_\_\_\_, when this Agreement shall expire. Service shall commence and remain effective for a term coincidental for the term of each assignment of service rights identified in each Addendum.

### ARTICLE 3 - RATES AND CHARGES

For the services provided or contracted for hereunder (including any Addendum hereunder), Shipper agrees to pay Kansas Pipeline the then effective, applicable rates and charges under Kansas Pipeline's Rate Schedule FT filed with the Commission, as such rates and charges and Rate Schedule FT may hereafter be modified, supplemented, superseded or replaced generally or as to the service hereunder. Kansas Pipeline reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule FT and the applicability thereof, the General Terms and Conditions or any other provisions of Kansas Pipeline's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

## ARTICLE 4 - FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3 (including each Addendum hereunder) Kansas Pipeline shall retain, as Fuel Reimbursement, the percentage of the Quantities received from Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss as provided by the applicable Rate Schedule.

Effective Date: 05/11/1998    Status: Effective  
FERC Docket: CP96-152-009

**Original Sheet No. 509** Original Sheet No. 509 :    Effective

CAPACITY RELEASE (continued)  
FORM OF SERVICE AGREEMENT                      ARTICLE 5 - GENERAL  
TERMS AND CONDITIONSThis Agreement and all terms for service  
hereunder are subject  
to the further provisions of the applicable Rate Schedule and  
the General Terms and Conditions of Kansas Pipeline's Tariff,  
as such may be modified, supplemented, superseded or replaced  
generally or as to the service hereunder. Kansas Pipeline  
reserves the right from time to time to unilaterally file  
and to make effective any such changes in the provisions of  
the applicable Rate Schedules and the General Terms and  
Conditions, subject to the applicable provisions of the Natural  
Gas Act and the Commission's Regulations thereunder. Such Rate  
Schedule and General Terms and Conditions, as may be changed  
from time to time, are by this reference incorporated in their  
entirety into this Agreement and made an integral part hereof.

ARTICLE 6 - NOTICES

The Post Office addresses of both Kansas Pipeline and Shipper  
are as follows:

Payment:	Kansas Pipeline Company 8325 Lenexa Drive, Suite 400 Lenexa, Kansas 66214
Nomination and Scheduling:	Kansas Pipeline Company 8325 Lenexa Drive, Suite 400 Lenexa, Kansas 66214 Phone: (913) 888-7139 Facsimile: (913) 888-9254
Pipeline emergencies: (not to be used for any other purpose)	Kansas Pipeline Company Attention: System Control 8325 Lenexa Drive, Suite 400 Lenexa, Kansas 66214 Phone: (913) 888-7139 Facsimile (913) 888-9254
All Other:	Kansas Pipeline Company 8325 Lenexa Drive, Suite 400 Lenexa, Kansas 66214 Phone: (913) 888-7139 Facsimile (913) 888-9254

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-009*

**Original Sheet No. 510** Original Sheet No. 510 :    Effective

CAPACITY RELEASE (continued)  
FORM OF SERVICE AGREEMENT

REPLACEMENT SHIPPER

Billing:

Nomination and  
Scheduling: (1)

All Other

(1) Please provide street address in addition to mailing  
address.

Effective Date: 05/11/1998    Status: Effective

FERC Docket: CP96-152-009

**Original Sheet No. 511** Original Sheet No. 511 :    Effective

CAPACITY RELEASE (continued)  
FORM OF SERVICE AGREEMENT

IN WITNESS WHEREOF, both Kansas Pipeline and Replacement Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so.

REPLACEMENT SHIPPER

Kansas Pipeline Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

EXECUTED \_\_\_\_\_, 19\_\_\_\_

EXECUTED \_\_\_\_\_, 19\_\_\_\_



Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-009

Original Sheet No. 512 Original Sheet No. 512 : Effective

CAPACITY RELEASE (continued)  
FORM OF SERVICE AGREEMENT  
EXHIBIT A  
Capacity Release Agreement  
No. \_\_\_\_ Addendum No. \_\_\_\_  
Capacity Release  
Service Agreement  
Between  
Kansas Pipeline Company

and \_\_\_\_\_

Releasing Shipper Contract No. \_\_\_\_\_ Releasing Shipper  
Rate Schedule \_\_\_\_\_

Original Releasing Shipper Contract No. \_\_\_\_\_ Regulation \_\_\_\_\_

Replacement Shipper's  
Maximum Daily Quantity (Dt) \_\_\_\_\_

Permanent or Temporary Release \_\_\_\_\_

Conditions of Recall \_\_\_\_\_

Term of Release

Begin \_\_\_\_\_ End \_\_\_\_\_

Reservation Rate (including applicable surcharges) \_\_\_\_\_

Other Conditions

Effective Date: 05/11/1998    Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 513** First Revised Sheet No. 513 : Effective

Superseding: Original Sheet No. 513

CAPACITY RELEASE (continued)

FORM OF SERVICE AGREEMENT

EXHIBIT A

Capacity Release Agreement No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

CAPACITY RIGHTS

Primary Points of Receipt

Seq. No.    Delivered To    Zone    County    State    Meter No.    Quantity

Description of Facilities

Existing/  
Proposed

Operated and  
Installed by    Maintained by

Atmos.  
Pres.  
(Psia)

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-009

**Original Sheet No. 514** Original Sheet No. 514 : Effective

CAPACITY RELEASE (continued)  
FORM OF SERVICE AGREEMENT

EXHIBIT A

Capacity Release Agreement No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

CAPACITY RIGHTS

Primary Points of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 515** First Revised Sheet No. 515 : Effective  
Superseding: Original Sheet No. 515

RATE SCHEDULE FT-NN  
NO NOTICE FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT  
CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day  
of \_\_\_\_, 19\_\_\_\_,

by and between:

Kansas Pipeline Company, (hereinafter called  
" Kansas Pipeline " ),

and

(hereinafter called "Shipper"),

Shipper represents and warrants that Shipper  
conforms to the requirements of 18 C.F.R.

Section 284.102(284B - Intrastate pipelines or  
Local Distribution Companies) \_\_\_\_\_

Section 284.222(284G - Interstate pipelines) \_\_\_\_\_

Section 284.223(284G - Others) \_\_\_\_\_

In consideration of the mutual covenants and agreements as  
herein set forth, both Kansas Pipeline and Shipper covenant  
and agree as follows:

#### ARTICLE 1 - SERVICE

Kansas Pipeline agrees to receive at the Point(s) of  
Receipt and deliver at the Point(s) of Delivery, on a firm  
basis, quantities of Natural Gas up to the following daily  
quantities (Dt./Day), which shall constitute the Maximum  
Daily Contract Quantity:

\_\_\_\_\_ (Dt./Day)

**Effective Date: 05/11/1998    Status: Effective**

**FERC Docket: CP96-152-015**

**First Revised Sheet No. 516** First Revised Sheet No. 516 :    Effective  
Superseding: Original Sheet No. 516

RATE SCHEDULE FT-NN  
NO NOTICE FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

The Maximum Daily Contract Quantity is stated in delivered quantities, for which received quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-effective, applicable rates and charges under Kansas Pipeline's Rate Schedule FT-NN.

Exhibit A hereto states the Point(s) of Receipt and Delivery. Exhibit A may be revised from time to time by written agreement between Kansas Pipeline and, as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's Maximum Daily Contract Quantity shall be assigned among the primary Point(s) of Receipt set out on Exhibit A, as well as among the primary Point(s) of Delivery set out on Exhibit A. Such assignment may be changed, subject to the availability of capacity, in accordance with the General Terms and Conditions.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. Kansas Pipeline shall provide firm Transportation service for Shipper pursuant to this Agreement from \_\_\_\_\_ until \_\_\_\_\_, when this Agreement shall expire.

ARTICLE 3 - RATES AND CHARGES

For the services provided or contracted for hereunder, Shipper agrees to pay Kansas Pipeline the then-effective, applicable rates and charges under Rate Schedule FT-NN filed with the Commission, as such rates and charges and Rate Schedule FT-NN may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. Kansas Pipeline reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule FT-NN and the applicability thereof, the General Terms and Conditions or any other provisions of Kansas Pipeline's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

**Effective Date: 05/11/1998    Status: Effective**

**FERC Docket: CP96-152-015**

**First Revised Sheet No. 517** First Revised Sheet No. 517 : Effective  
Superseding: Original Sheet No. 517

RATE SCHEDULE FT-NN

NO NOTICE FIRM TRANSPORTATION SERVICE

FORM OF TRANSPORTATION AGREEMENT

From time to time Kansas Pipeline and Shipper may agree to, in writing, on a level of rates of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule FT-NN and subject to the Regulations and Orders of the Commission. Any rate agreements shall be effective only on a prospective basis and as specified in the written agreement between Kansas Pipeline and Shipper.

#### ARTICLE 4 - FUEL REIMBURSEMENT

In addition to the collection of the rates and charges provided for in Article 3, Kansas Pipeline shall retain the percentage provided pursuant to Rate Schedule FT-NN of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss.

#### ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of Rate Schedule FT-NN and the General Terms and Conditions of Kansas Pipeline's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. Kansas Pipeline reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of Rate Schedule FT and/or the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

#### ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Kansas Pipeline or Shipper by

Effective Date: 05/11/1998    Status: Effective  
FERC Docket: CP96-152-015

**First Revised Sheet No. 518** First Revised Sheet No. 518 :    Effective  
Superseding: Original Sheet No. 518

RATE SCHEDULE FT-NN  
NO NOTICE FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

merger, consolidation or acquisition. Either Kansas Pipeline or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Kansas Pipeline nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic nominations of the quantities of service requested hereunder must be provided by Shipper to Kansas Pipeline, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Kansas Pipeline or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office address of both Kansas Pipeline and Shipper are as follows:

Kansas Pipeline Company

Payment:	Kansas Pipeline Company 8325 Lenexa Drive, Suite 400 Lenexa, Kansas 66214
Nomination and Scheduling:	Kansas Pipeline Company 8325 Lenexa Drive, Suite 400 Lenexa, Kansas 66214 Phone: (913) 888-7139 Facsimile: (913) 888-9254

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-015*

**First Revised Sheet No. 519** First Revised Sheet No. 519 : Effective  
Superseding: Original Sheet No. 519

RATE SCHEDULE FT-NN

NO NOTICE FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

Pipeline emergencies:  
(not to be used for  
any other purpose)

Kansas Pipeline Company  
Attention: System Control  
8325 Lenexa Drive, Suite 400  
Lenexa, Kansas 66214  
Phone: (913) 888-7139  
Facsimile (913) 888-9254

All Other:

Kansas Pipeline Company  
8325 Lenexa Drive, Suite 400  
Lenexa, Kansas 66214  
Phone: (913) 888-713  
Facsimile (913) 888-9254

SHIPPER

Billing:

Nomination and  
Scheduling: (1)

All Other

(1) Please provide street address in addition to  
mailing address.



Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 520** First Revised Sheet No. 520 : Effective  
Superseding: Original Sheet No. 520

RATE SCHEDULE FT-NN  
NO NOTICE FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

IN WITNESS WHEREOF, both Kansas Pipeline Company  
and Shipper have caused this Agreement to be executed  
in several counterparts by their respective officers or  
other persons duly authorized to do so, as of the date  
first stated above.

SHIPPER Kansas Pipeline Company

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Executed \_\_\_\_\_, 19\_ Executed \_\_\_\_\_, 19\_

Attest/Witness Attest/Witness

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Effective Date: 05/11/1998    Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 521** First Revised Sheet No. 521 : Effective

Superseding: Original Sheet No. 521

RATE SCHEDULE FT-NN

NO NOTICE FIRM TRANSPORTATION SERVICE

FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement

Between

Kansas Pipeline Company

for

Firm Service

Under Rate Schedule FT-NN

And

SHIPPER

Contract No. \_\_\_\_\_

Maximum Daily Contract Quantity (Dt./Day) \_\_\_\_\_

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 522** First Revised Sheet No. 522 : Effective  
Superseding: Original Sheet No. 522

RATE SCHEDULE FT-NN  
NO NOTICE FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement  
For  
Firm Service  
Under Rate Schedule FT-NN  
Primary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Secondary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 523** First Revised Sheet No. 523 : Effective  
Superseding: Original Sheet No. 523

RATE SCHEDULE FT-NN  
NO NOTICE FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement  
For  
Firm Service  
Under Rate Schedule FT-NN  
  
Primary Point(s) of Receipt

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Secondary Point(s) of Receipt

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 524** First Revised Sheet No. 524 : Effective  
Superseding: Original Sheet No. 524

RATE SCHEDULE FT-NN  
NO NOTICE FIRM TRANSPORTATION SERVICE  
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING  
EXHIBIT A

Transportation Agreement  
Between  
Kansas Pipeline Company  
for  
Firm Service  
Under Rate Schedule FT

And

\_\_\_\_\_  
Contract No. \_\_\_\_\_

Effective Date \_\_\_\_\_

Supersedes Exhibit A dated \_\_\_\_\_

Maximum Daily Contact Quantity (Dt./Day) \_\_\_\_\_

SHIPPER Kansas Pipeline Company

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Executed \_\_\_\_\_, 19\_\_ Executed \_\_\_\_\_, 19\_\_

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 525** First Revised Sheet No. 525 : Effective

Superseding: Original Sheet No. 525

RATE SCHEDULE FT-NN

NO NOTICE FIRM TRANSPORTATION SERVICE

FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement

For

Firm Service

Under Rate Schedule FT-NN

Primary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/  
Proposed

Operated and

Installed by

Maintained by

Atmos.  
Pres.  
(Psia)

Secondary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/  
Proposed

Operated and

Installed by

Maintained by

Atmos.  
Pres.  
(Psia)

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Superseding: Original Sheet No. 526

RATE SCHEDULE FT-NN

NO NOTICE FIRM TRANSPORTATION SERVICE

FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement

For

Firm Service

Under Rate Schedule FT-NN

Primary Point(s) of Receipt

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/  
Proposed

Operated and

Installed by

Maintained by

Atmos.  
Pres.  
(Psia)

Secondary Point(s) of Receipt

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/  
Proposed

Operated and

Installed by

Maintained by

Atmos.  
Pres.  
(Psia)

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 527** First Revised Sheet No. 527 : Effective  
Superseding: Original Sheet No. 527

RATE SCHEDULE SCT-NN

SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE ATMOS ENERGY  
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of  
\_\_\_\_\_, 19\_\_,

by and between:

Kansas Pipeline Company,  
(hereinafter called "Kansas Pipeline"),

and

(hereinafter called "Shipper"),

Shipper represents and warrants that Shipper conforms to the  
requirements of 18 C.F.R.

Section 284.102(284B - Intrastate Pipelines or  
Local Distribution Companies) \_\_\_\_\_  
Section 284.222(284G - Interstate Pipelines) \_\_\_\_\_  
Section 284.223(284G - Others) \_\_\_\_\_

#### ARTICLE 1 - SERVICE

Kansas Pipeline agrees to receive at the Point(s) of  
Receipt and deliver at the Point(s) of Delivery, on a  
firm basis, quantities of Natural Gas up to the following  
daily quantities (Dt./Day), which shall constitute the  
Maximum Daily Contract Quantity:

\_\_\_\_\_ (Dt./Day)

The Maximum Daily Contract Quantity is stated in delivered  
quantities, for which received quantities must be adjusted  
for fuel usage and lost or unaccounted for Gas as set out



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**FERC Docket: CP96-152-015**

**First Revised Sheet No. 528** First Revised Sheet No. 528 :    Effective

Superseding: Original Sheet No. 528

RATE SCHEDULE SCT-NN

SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE

FORM OF TRANSPORTATION AGREEMENT

in the then-effective, applicable rates and charges under  
Kansas Pipeline's Rate Schedule SCT-NN.

Exhibit A hereto states the Point(s) of Receipt and Delivery.  
Exhibit A may be revised from time to time, by written  
Agreement, between Kansas Pipeline and Shipper, and as may be  
revised, is by this reference incorporated in its entirety  
into this Agreement and made an integral part hereof.  
Shipper's Maximum Daily Contract Quantity shall be assigned  
among the primary Point(s) of Receipt set out on Exhibit A,

as well as among the primary Point(s) of Delivery set out on  
Exhibit A.

#### ARTICLE 2 - TERM

This Agreement shall be effective from the date first  
stated above. Kansas Pipeline shall provide firm  
Transportation service for Shipper pursuant to this  
Agreement from \_\_\_\_\_ until \_\_\_\_\_,  
when this Agreement shall expire.

#### ARTICLE 3 - RATES AND CHARGES

For the services provided or contracted for hereunder,  
Shipper agrees to pay Kansas Pipeline the then-effective,  
applicable rates and charges under Kansas Pipeline's  
Rate Schedule SCT-NN filed with the Commission, as such  
rates and charges and Rate Schedule SCT-NN may hereafter  
be modified, supplemented, superseded, or replaced  
generally or as to the service hereunder. Kansas Pipeline  
reserves the right from time to time to unilaterally  
file and to make effective any such changes in the terms  
or rate levels under Rate Schedule SCT-NN and the  
applicability thereof, the General Terms and Conditions  
or any other provisions of Kansas Pipeline's Tariff,  
subject to the applicable provisions of the Natural  
Gas Act and the Commission's Regulations thereunder.

From time to time Kansas Pipeline and Shipper may agree  
to in writing, on a level of discount of the otherwise

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-015*

**First Revised Sheet No. 529** First Revised Sheet No. 529 : Effective  
Superseding: Original Sheet No. 529

RATE SCHEDULE SCT-NN

SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE  
FORM OF TRANSPORTATION AGREEMENT

applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule SCT-NN and subject to the Regulations and Orders of the Commission. Any discount(s) shall be effective only on prospective basis and as specified in the written agreement between Kansas Pipeline and Shipper.

#### ARTICLE 4 - FUEL REIMBURSEMENT

In addition to the collection of the rates and charges provided for in Article 3, Kansas Pipeline shall retain the percentage provided pursuant to Rate Schedule SCT-NN of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss.

#### ARTICLE 5 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of Rate Schedule SCT-NN and the General Terms and Conditions of Kansas Pipeline's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. Kansas Pipeline reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of Rate Schedule SCT-NN and/or the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

#### ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Kansas Pipeline or Shipper by merger, consolidation or acquisition. Either Kansas Pipeline or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust,

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FERC Docket: CP96-152-015

**First Revised Sheet No. 530** First Revised Sheet No. 530 : Effective

Superseding: Original Sheet No. 530

RATE SCHEDULE SCT-NN

SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE

FORM OF TRANSPORTATION AGREEMENT

indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Kansas Pipeline nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

#### ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic nominations of the quantities of service requested hereunder must be provided by Shipper to Kansas Pipeline, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Kansas Pipeline or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addressed of both Kansas Pipeline and Shipper are as follows:

Kansas Pipeline Company

Payment:	Kansas Pipeline Company
	8325 Lenexa Drive, Suite 400
	Lenexa, Kansas 66214

Nomination and	Kansas Pipeline Company
Scheduling:	8325 Lenexa Drive, Suite 400
	Lenexa, Kansas 66214
	Phone: (913) 888-7139
	Facsimile: (913) 888-9254

*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-015*

**First Revised Sheet No. 531** First Revised Sheet No. 531 : Effective  
Superseding: Original Sheet No. 531

RATE SCHEDULE SCT-NN

SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE  
FORM OF TRANSPORTATION AGREEMENT

Pipeline emergencies: (not to be used for any other purpose)	Kansas Pipeline Company Attention: System Control 8325 Lenexa Drive, Suite 400 Lenexa, Kansas 66214 Phone: (913) 888-7139 Facsimile (913) 888-9254
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All Other:	Kansas Pipeline Company 8325 Lenexa Drive, Suite 400 Lenexa, Kansas 66214 Phone: (913) 888-713 Facsimile (913) 888-9254
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SHIPPER

Billing:

Nomination and  
Scheduling: (1)

All Other

- (1) Please provide street address in addition to  
mailing address.

FERC Docket: CP96-152-015

RATE SCHEDULE SCT-NN

IN WITNESS WHEREOF, both Kansas Pipeline Company and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

Title: \_\_\_\_\_ Title: \_\_\_\_\_

*Effective Date: 05/11/1998    Status: Effective*

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**First Revised Sheet No. 533** First Revised Sheet No. 533 : Effective  
Superseding: Original Sheet No. 533

RATE SCHEDULE SCT-NN

SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE  
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement  
Between  
Kansas Pipeline Company  
for  
Firm Service  
Under Rate Schedule SCT-NN

And

Contract No. \_\_\_\_\_

Maximum Daily Contract Quantity (Dt./Day) \_\_\_\_\_

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 534** First Revised Sheet No. 534 : Effective  
Superseding: Original Sheet No. 534

RATE SCHEDULE SCT-NN

SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE  
FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement  
For  
Firm Service  
Under Rate Schedule SCT-NN  
  
Primary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
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Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Secondary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Effective Date: 05/11/1998    Status: Effective

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Superseding: Original Sheet No. 535

RATE SCHEDULE SCT-NN

SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE

FORM OF TRANSPORTATION AGREEMENT

EXHIBIT A

Transportation Agreement

For

Firm Service

Under Rate Schedule SCT-NN

Primary Point(s) of Receipt

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
-----------------------	------------------------------	---------------	---------------------------

Secondary Point(s) of Receipt

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Effective Date: 05/11/1998 Status: Effective

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**First Revised Sheet No. 536** First Revised Sheet No. 536 : Effective

Superseding: Original Sheet No. 536

RATE SCHEDULE SCT-NN

SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE

FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement

Between

Kansas Pipeline Company,

for

Firm Service

Under Rate Schedule FT

Primary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/  
Proposed

Operated and

Installed by Maintained by

Atmos.  
Pres.  
(Psia)

Secondary Point(s) of Delivery

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/  
Proposed

Operated and

Installed by Maintained by

Atmos.  
Pres.  
(Psia)

Effective Date: 05/11/1998 Status: Effective

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Superseding: Original Sheet No. 537

RATE SCHEDULE SCT-NN

SMALL CUSTOMER TRANSPORTATION - NO NOTICE SERVICE  
FORM OF TRANSPORTATION AGREEMENT

SUPERSEDING

EXHIBIT A

Transportation Agreement  
For  
Firm Service  
Under Rate Schedule FT-NN

Primary Point(s) of Receipt

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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Secondary Point(s) of Receipt

Seq. No.	Delivered To	Zone	County	State	Meter No.	Quantity
----------	--------------	------	--------	-------	-----------	----------

Description of Facilities

Existing/ Proposed	Operated and Installed by	Maintained by	Atmos. Pres. (Psia)
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*Effective Date: 05/11/1998    Status: Effective*

*FERC Docket: CP96-152-011*

**Original Sheet No. 538** Original Sheet No. 538 :    Effective

SHEET NOS. 538 THROUGH 599  
RESERVED FOR FUTURE USE

Effective Date: 05/11/1998 Status: Effective

FERC Docket: CP96-152-015

**First Revised Sheet No. 600** First Revised Sheet No. 600 : Effective

Superseding: Substitute Original Sheet No. 600

Sheet No. 600

LIST OF NON-CONFORMING SERVICE AGREEMENTS

Missouri Gas Energy	Riverside I
Kansas Gas Service (MDQ 48,668)	Gas Transportation Service Agreement
	Gas Transportation Service Agreement
	Form of Service Agreement Rate Schedule FT
	Gas Transportation Service Agreement
Kansas Gas Service (MDQ 5,700)	Firm Gas Purchase Contract
Kansas Gas Service (MDQ 62,568)	Gas Transportation Service Agreement
Kansas Gas Service (MDQ 21,100)	Gas Purchase Agreement
	Gas Transportation Service Agreement
	Form of Service Agreement Rate Schedule FT
	Gas Transportation Service Agreement
Kansas Gas Service (MDQ 35,000)	Gas Purchase Agreement
Kansas Gas Service (MDQ 62,568)	Gas Transportation Service Agreement
Kansas Gas Service	Firm Gas Purchase Contract
	(Ottawa, Kansas)
Kansas Gas Service	Firm Gas Purchase Contract
	(Paola and Osawatomie, Kansas)
Greeley Gas Company	Gas Purchase Agreement
United Cities Gas Company - NS	Natural Gas Sales Agreement
United Cities Gas Company - HP	Gas Sales and Purchase Agreement

